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**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
REVOCABLE PERMIT**

**P-4012
(Permit #)**

THIS REVOCABLE PERMIT (this "Permit") dated for reference purposes only as of January 15, 2005, is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City"), acting by and through its Public Utilities Commission ("PUC"), and City of Milpitas, a public agency ("Permittee").

City and Permittee agree as follows:

1. **License.** City confers to Permittee a revocable, personal, non-exclusive and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of Santa Clara, State of California, more particularly described in Exhibit A attached hereto (the "Permit Area"), for the limited purpose and subject to the terms, conditions and restrictions set forth below. The Permit Area is shown generally on Drawing No. B-4813 attached hereto as Exhibit B. This Permit gives Permittee a license only and notwithstanding anything to the contrary herein, this Permit does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Permit Area, or any portion thereof. Nothing in this Permit shall be construed as granting or creating any franchise rights pursuant to any federal, state or local laws.

THE PRIVILEGE GIVEN TO PERMITTEE UNDER THIS PERMIT IS EFFECTIVE ONLY INsofar AS THE RIGHTS OF CITY IN THE PERMIT AREA ARE CONCERNED, AND PERMITTEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE PERMIT AREA. WITHOUT LIMITING THE FOREGOING, THIS PERMIT IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED DATED OCTOBER 31, 1949, AND RECORDED NOVEMBER 14, 1949 IN BOOK 1875, PAGE 316, OF OFFICIAL RECORDS OF SANTA CLARA COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE PERMIT AREA, A COPY OF WHICH IS ATTACHED TO THIS PERMIT AS EXHIBIT C ("THE "DEED"), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE PERMIT AREA (COLLECTIVELY, WITH THE DEED, THE "RECORDED DOCUMENTS"). PERMITTEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, PERMITS AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE PERMIT AREA, INCLUDING ANY APPROVALS, PERMITS, CONSENTS OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. PERMITTEE COVENANTS AND AGREES, FOR THE BENEFIT OF CITY, THAT PERMITTEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR FACILITIES TO BE INSTALLED BY PERMITTEE ON THE PERMIT AREA PURSUANT TO THIS PERMIT, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. PERMITTEE ACKNOWLEDGES AND AGREES THAT NEITHER

CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENT OR FUTURE SUITABILITY OF THE PERMIT AREA FOR PERMITTEE'S INTENDED WORK OR FACILITIES, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON PERMITTEE'S RIGHTS UNDER THIS PERMIT, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, PERMITS, CONSENTS OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS PERMIT.

2. Use of Permit Area.

(a) **Permitted Acts.** Permittee may enter and use the Permit Area for the sole purpose of maintaining a public park, recreational uses, and a small parking area in strict accordance with Section 3(a) hereof, and for no other purpose whatsoever.

(b) **Subject to City Uses.** Permittee is aware that the Permit Area constitutes a portion of City's water pipeline delivery system. Notwithstanding anything to the contrary in this Permit, any and all of Permittee's activities hereunder shall be subject and subordinate at all times to City's existing and future use of the Permit Area for municipal and other purposes. City shall in no way be liable for any damage or destruction to Permittee's property and/or improvements resulting from any pipeline break or from any pipeline repair or maintenance activities. Permittee shall, at City's request, immediately remove any property or improvements on the Permit Area to allow City access to the pipelines. In the event City deems it necessary, in City's sole discretion, City shall have the right to remove any such property or improvements and City shall not be responsible for restoring or returning same to its prior condition.

3. Installation of Facilities. Permittee may install certain facilities consisting of a public park, two half basketball and two tennis courts, two bocce ball courts, one sand volley ball court, two play structures, six picnic tables with shade structures, a small parking lot, and a bicycle / pedestrian trail on the Permit Area only upon satisfaction of the following conditions, which are for the sole benefit of City:

(a) **Approval of Plans and Specifications.** Permittee shall install the permitted facilities in accordance with plans and specifications (including drawings) approved in advance and in writing by PUC and attached hereto as Exhibit D. The plans and specifications may be revised or amended only with prior written approval of PUC after PUC's Bureau of Environmental Regulation and Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment.

(b) **Permits and Approvals.** Before beginning any work in the Permit Area, Permittee shall obtain any and all permits, licenses and approvals (collectively, "Approvals") of all regulatory agencies and other third parties that are required to commence, complete and maintain the permitted work. Promptly upon receipt of such Approvals, Permittee shall deliver copies of them to PUC. Permittee recognizes and agrees that no approval by PUC for purposes of Permittee's work hereunder shall be deemed to constitute the approval of any federal, state or

local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals, at Permittee's sole cost.

(c) **Exercise of Due Care.** Permittee shall use, and shall cause its Agents (as defined below) to use, due care at all times to avoid any damage or harm to City's water pipelines or other property and to native vegetation and natural attributes of the Permit Area and to minimize slope erosion. Permittee shall not disturb the surface of the Permit Area or perform any excavation work without the prior written approval of City, which City may withhold in its sole discretion. City shall have the right to condition and/or oversee any permitted excavation work. Permittee shall mark, at its own expense, the location of the City's water transmission mains within the Permit Area and shall not use any pick, plow or other sharp tool to remove the two feet of soil around the transmission mains, provided that Permittee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this Permit. Permittee shall immediately inform City of any actual or potential damage to the coating of the pipeline, and any such damage shall be promptly repaired by Permittee, at its own expense, to the satisfaction of City prior to backfilling; provided, City may elect, in its sole discretion, to make any necessary repairs itself, at Permittee's sole cost, by notifying Permittee of such fact. Upon completion of the repairs, City shall send to Permittee a bill therefor which Permittee shall pay within thirty- (30) days following receipt. Under no circumstances shall Permittee damage, harm or take any rare, threatened or endangered species on or about the Permit Area.

(d) **Cooperation with Public Utilities Commission.** Permittee and its Agents shall work closely with City personnel to minimize any potential disturbance (even if temporary) of the natural features of the Permit Area and to avoid disruption (even if temporary) of City facilities, in, under, on or about the Permit Area and City uses thereof.

(e) **Heavy Equipment.** Permittee shall not use any heavy construction equipment over or about City's pipelines, except as otherwise expressly allowed in Section 4(i) hereof.

(f) **Work Schedule.** Permittee must begin installation work, if at all, within ninety- (90) days after the commencement of the term of this Permit. At least five (5) days prior to the commencement of any work on the Permit Area, Permittee shall notify Mr. Ben Ayala, Construction Inspector, at (650) 872-5908, of the date such work shall commence and the intended construction schedule. Notwithstanding the approval of such schedule by PUC, the Construction Inspector shall have the right to require Permittee to adjust such schedule from time to time. All work must be performed during regular working hours (Monday through Friday) between 8:00 a.m. to 4:30 p.m., exclusive of City holidays. Any work performed during any other time or day must be preapproved by the PUC at least forty-eight (48) hours prior to commencing such work. In connection with such approval, City shall have the right to charge Permittee additional inspection fees payable prior to PUC's approval of the request. Permittee shall complete all work no later than ninety (90) days after the commencement of the term of this Permit, subject to unavoidable delays. For purposes hereof, "unavoidable delays" shall mean any delays by reason of acts of God, accidents, breakage, strikes, lockouts, other labor disputes, enemy action, civil commotion, protests, riots, demonstrations, federal or state governmental restrictions, or by any other reason beyond the reasonable control of Permittee.

(g) **Restoration of Permit Area.** Immediately following completion of any work permitted hereunder, Permittee shall remove all debris and any excess dirt and shall restore the Permit Area to its condition immediately prior to Permittee's work hereunder, to the satisfaction of City. Permittee shall restore excavated areas with new vegetation (including irrigation and maintenance until established) and erosion control netting, all as requested by City.

(h) **Pipeline Depth/Installation of Above-Ground Markers.** Before commencing any excavation work in the Permit Area, Permittee shall measure the depth of City's pipelines located in the Permit Area and shall forward such information to City. Permittee shall install above-ground markers identifying the location of any underground facilities installed pursuant to this Permit. The location, type and installation of markers and identifying information on the markers shall be subject to the prior written approval of PUC.

(i) **As-Built Drawings/Reports.** Promptly upon completion of the installation of the facilities, Permittee shall furnish PUC with two (2) complete copies of final as-built drawings for the facilities, which drawings shall include sufficient detail so as to allow City to precisely locate the facilities. In the event that Permittee or its agents or consultants prepares any environmental, seismic, geophysical or other written report relating to the Permit Area and/or any work performed thereon, Permittee shall furnish to City a complete copy of such report, including any schedules, exhibits and maps, promptly upon completion of the same.

(j) **Responsibility for Maintenance of Facilities.** Permittee shall be solely responsible for repairing and maintaining all facilities placed in or on the Permit Area pursuant hereto in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the Permit Area or any such facilities therein. Permittee shall notify City in writing not less than five (5) days before performing any repair or maintenance work in the Permit Area, except in the case of an emergency wherein Permittee shall notify City telephonically and in writing as soon as reasonably possible.

(k) **Revocability.** Permittee acknowledges and agrees that the installation of the facilities permitted hereunder, regardless of cost, shall not in any way whatsoever limit City's right to revoke this Permit pursuant to the terms hereof or any of City's other rights hereunder.

(l) **Contractors.** Permittee shall not accept and release its contractor for work authorized or required by this Permit before securing the PUC's written approval.

(m) **Cathodic and Other Protection.** City may adopt from time to time such rules and regulations with regard to Permittee's facilities and operations hereunder as City may determine are necessary or appropriate, in City's sole discretion, to safeguard against corrosion of, or other damage to, City's pipelines and related facilities. Permittee shall immediately comply with all such rules and regulations upon receipt of a copy thereof.

(n) **Type of Pipe.** Permittee shall use steel, ductile iron or cast iron pipe for the entire right-of-way crossing.

(o) **Distance Between Pipes.** The clear distance between the bottom of Permittee's facilities and the top of City's existing and any proposed future water lines shall not be less than

twelve inches (12") and Permittee's installed facilities shall be placed at a constant grade for the entire crossing over the Permit Area.

(p) **Potholing.** The potholing authorized by this Permit shall be subject to the direction of the City's inspector. Potholing using the soft dig method (vacuum soil extraction system) is preferred. The use of other mechanical methods such as digging with a backhoe must be approved by PUC at least five (5) days prior to commencing such work. Notwithstanding the foregoing, the last two (2) feet above the top of the pipe must be dug manually, without the use of any machines.

4. **Restrictions on Use.** Permittee agrees that, by way of example only and without limitation, the following uses of the Permit Area by Permittee, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) **Improvements.** Except as otherwise expressly provided herein, Permittee shall not construct or place any temporary or permanent structures or improvements in, on, under or about the Permit Area, nor shall Permittee make any alterations or additions to any of existing structures or improvements on the Permit Area, unless Permittee first obtains PUC's prior written consent, which PUC may give or withhold in its sole and absolute discretion. For purposes hereof, asphalt, concrete and cementitious concrete driveways, sidewalks and parking areas, shacks and storage facilities, and fences shall be deemed "improvements."

(b) **Trees and Other Plantings.** Permittee shall not plant any trees or other vegetation in or on the Permit Area, except as otherwise expressly provided herein and except in accordance with detailed plans consistent with the PUC's vegetation management policy and as approved by the PUC in writing in advance.

(c) **Dumping.** Permittee shall not cause or permit the dumping or other disposal in, on, under or about the Permit Area of landfill, refuse, Hazardous Material (as defined below) or any other materials, including but not limited to materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of its Agents or Invitees (as such terms are defined below) to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated, released or disposed of in, on, under or about the Permit Area, or transported to, from or over the Permit Area. Permittee shall immediately notify City when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under or about the Permit Area. Permittee shall further comply with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts and the like (collectively, "Laws") requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. In the event that Permittee or its Agents or Invitees cause a release of Hazardous Material, Permittee shall, without cost to City and in accordance with all Laws and using the highest and best technology available, promptly return the Permit Area to the condition immediately prior to the release. In connection therewith, Permittee shall afford City a full opportunity to negotiate and participate in any discussion with governmental agencies and

environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material, and any other abatement or clean-up plan, strategy and procedure. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, the following: any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Permit Area or are naturally occurring substances in the Permit Area; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids, provided, the foregoing shall not prohibit Permittee from traversing to, from and across the Permit Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Permit Area.

(e) Nuisances. Permittee shall not conduct any activities in, on, under or about the Permit Area that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

(f) Damage. Permittee shall not do anything in, on, under or about the Permit Area that could cause damage or interference to any pipelines or other property located in, on, under or about the Permit Area.

(g) Use of Adjoining Land. Permittee acknowledges that the privilege given under this Permit shall be limited strictly to the Permit Area. Permittee shall not traverse over or otherwise use any adjoining lands of City.

(h) Ponding; Water Courses. Permittee shall not cause any ponding on the Permit Area or any flooding on adjacent land. Permittee shall not engage in any activity that causes any change, disturbance, fill, alteration or impairment to the bed, bank or channel of any natural water course, wetland, or other body of water on, in, under or about the Permit Area, nor shall Permittee engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(i) Heavy Equipment and Vehicles. To prevent damage to City's underground pipelines, Permittee's use of vehicles and equipment within twenty feet (20') of each side of the centerline of City's pipelines (measured on the surface) shall be subject to the following restrictions:

(i) The depth of soil cover over the tops of City's pipelines must be at least three feet (3') for steel cylinder pipe and four feet (4') for reinforced pre-stressed concrete cylinder pipe to accommodate the loading as defined below in Item (ii). If any equipment with axle loading exceeds the loads stated in Item (ii) below or if the depth of soil cover is less than stated above, Permittee shall submit to PUC for review and approval, in PUC's sole discretion, engineering calculations prepared by a licensed Professional Engineer showing that City's pipelines will not be adversely affected by Permittee's proposed activities. In the event that City's pipelines may be adversely affected, Permittee shall submit remedial measures for City's approval to ensure that no adverse effect will occur.

(ii) The effects of vehicle and equipment loads to the pipe must not exceed the effects of the "AASHTO Standard H-10 Loading." H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14') apart, and rear axle carrying 8-tons (16,000 lbs.). Permittee shall be responsible to provide PUC adequate evidence that its equipment and vehicles meet the foregoing requirements.

(iii) Permittee shall not use vibrating compaction equipment without PUC's prior written approval, which approval may be withheld in PUC's sole discretion.

(iv) If the depth of the soil cover over the pipeline (determined by potholing or other proof procedure) is less than the minimum stated in (i) above, unless an alternate method is approved by PUC in writing, all excavation and grading over the pipeline shall be performed manually. For any machinery equipment excavation and grading over and within twenty feet (20') on each side of the centerline of the pipeline (measured on the surface), Permittee shall submit a written proposal together with all supporting calculations and data to PUC for review and approval. In any case, the two feet (2') of soil around the pipeline shall be removed manually or by other methods approved by PUC with due care as provided in Section 3(c).

5. Permit Fee(s).

(a) Permittee has paid to City a one-time non-refundable permit fee in the amount of seven hundred and fifty Dollars (\$750.00) to cover City's processing, inspection and other administrative costs.

(b) In addition, throughout the term of this Permit beginning on the date on which the term of this Permit commences, Permittee shall pay to City a fee in the amount of \$24,286.50 per year, or \$2,023.88 per month in consideration of Permittee's use of the Permit Area. The use fee shall be paid to City in advance, without prior demand and without any deduction, setoff or counterclaim whatsoever, on or before the first day of the term of this Permit and on or before the first day of each calendar month thereafter. The use fee for the first year or any partial year hereunder shall be prorated on the basis of a 360-day year. All sums payable by Permittee to City hereunder shall be paid in cash or by good cashier's or certified check to the City and County of San Francisco and delivered to City in care of the PUC Finance Division of the City and County of San Francisco, 1155 Market Street, 5th Floor, San Francisco, California, 94103, or such other place as City may designate in writing. Such use fee shall be prorated for any fractional month. Without limiting its right to revoke this Permit or any of its other rights hereunder, City may

increase such use fee at any time and from time to time upon not less than thirty (30) days' written notice to Permittee.

(c) On each anniversary of the Commencement Date ("Adjustment Date"), the annual fee shall be adjusted for any increases in the Consumer Price Index for all urban consumers (base years 1982 - 1984 = 100) for the San Francisco-Oakland-San Jose area, published by the United States Department of Labor ("CPI"). The adjustment shall be calculated by comparing the CPI published immediately preceding the Adjustment Date ("Adjustment Index") to the CPI immediately preceding the Commencement Date ("Base Index"). If the Adjustment Index has increased over the Base Index, then the annual fee payable on and after the Adjustment Date shall be set by multiplying the annual fee by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Base Index. In no event shall the annual fee on or after the Adjustment Date be less than the annual fee in effect immediately prior to the Adjustment Date.

(d) Permittee hereby acknowledges that late payment by Permittee to City of the use fees or other sums due hereunder will cause City to incur costs not contemplated by this Permit, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if the permit fee or any other sum due from Permittee, shall not be received by City within fifteen (15) days after such amount shall be due, Permittee shall pay to City a late charge of One Hundred Fifty Dollars (\$150). The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs City will incur by reason of late payment by Permittee. Acceptance of such late charge by City neither constitutes a waiver of Permittee's default with respect to such overdue amount, nor prevents City from exercising any of the other rights and remedies available to City.

6. Term of Permit. The privilege conferred to Permittee pursuant to this Permit shall commence on the later of March 1, 2005 or the date on which this Permit is executed and delivered by City following PUC authorization and approval and the receipt of all fees and security required to be provided hereunder (the "Commencement Date"), and shall immediately expire upon written notice from City revoking this Permit. City may at its sole option freely revoke this Permit at any time without cause or liability, and without any obligation to pay any consideration to Permittee or return to Permittee any part of the permit fee or, if applicable, the user fee. Upon any such revocation, Permittee will immediately surrender the Permit Area in the condition required hereunder.

7. Security for Performance. At or before the commencement of the term of this Permit, Permittee shall deposit with City the sum of two months' rent or \$ 4,047.76 to secure Permittee's faithful performance of all terms and conditions of this Permit, including, without limitation, its obligation to surrender the Permit Area in the condition required by this Permit. Such deposit shall be in the form of cash. City may, at its sole option, retain, use, or apply all or part of the security deposit to pay any sum due *hereunder* which is not paid when due, and to recover any loss and pay any amount that City may expend as a result of Permittee's failure to fulfill its obligations under this Permit. City's obligations with respect to the security deposit are solely that of debtor and not trustee. City shall not be required to keep the security deposit separate from its general funds, and Permittee shall not be entitled to interest on the security deposit. The amount of the security deposit shall not limit Permittee's obligations under this Permit. In lieu of

such cash security deposit, Permittee may deliver to City a valid surety bond or irrevocable letter of credit in the sum equal to amount specified, issued by a surety company or financial institution and in a form acceptable to City. Permittee shall keep such surety bond or letter of credit, at its expense, in full force and effect until the thirtieth (30th) day after the expiration or sooner termination of this Permit, to ensure the faithful performance by Permittee of all of the covenants, terms and conditions of this Permit. In the event that the City uses, applies, or draws upon all or any portion of the security deposit, Permittee will restore the security deposit to its original amount within ten (10) days following written demand from City.

8. Insurance.

(a) Permittee shall procure and keep in effect at all times during the term of this Permit, at Permittee's expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the Permit Area insurance as follows: (i) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), broadform property damage, Sudden and Accidental Pollution, products and completed operations; (ii) Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired automobiles, as applicable, if Permittee uses or causes to be used any vehicles in connection with its use of the Permit Area, and (iii) Workers' Compensation Insurance, including employer's liability coverage with limits of not less than \$1,000,000 each accident.

(b) All policies required hereunder shall provide for the following: (i) name as additional insureds the City and County of San Francisco, its Public Utilities Commission and its officers, agents and employees; (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limit of liability, and (iii) include a waiver of subrogation endorsement or provision wherein the insurer acknowledges acceptance of Permittee's waiver of claims against City. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required hereunder shall be limited to losses resulting from Permittee's activities (and Permittee's Agents and Invitees) under this Permit (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Materials).

(c) All policies shall be endorsed to provide thirty (30) days prior written notice to City of cancellation or intended non-renewal.

(d) Prior to the commencement date of this Permit, Permittee shall deliver to City certificates of insurance in form and with insurers satisfactory to City, evidencing the coverages required hereunder, together with complete copies of the policies at City's request. In the event

Permittee shall fail to procure such insurance, or to deliver such policies or certificates, City may procure, at its option, the same for the account of Permittee, and the cost thereof shall be paid to City within five (5) days after delivery to Permittee of bills therefor.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Should any of the required insurance be provided under a claims made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three (3) years beyond the Permit expiration or termination, to the effect that should any occurrences during the Permit term give rise to claims made after expiration or termination of the Permit, such claims shall be covered by such claims-made policies.

(g) Upon City's request, Permittee and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee for risks comparable to those associated with the Permit Area, then City in its sole discretion may require Permittee to increase the amounts or coverage carried by Permittee hereunder to conform to such general commercial practice.

(h) Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations under this Permit or any of Permittee's other obligations hereunder. Notwithstanding anything to the contrary in this Permit, this Permit shall terminate immediately, without notice to Permittee, upon the lapse of any required insurance coverage. Permittee shall be responsible, at its expense, for separately insuring Permittee's property.

9. Compliance with Laws. Permittee shall, at its expense, conduct and cause to be conducted all activities on the Permit Area allowed hereunder in a safe and reasonable manner and in compliance with all Laws of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act) and all covenants, restrictions and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by City for purposes of this Permit shall be deemed to constitute approval of any federal, state, City or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way City's exercise of its police powers.

10. Covenant to Maintain Permit Area. In connection with its use hereunder, Permittee shall at all times, at its sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary and sightly condition, so far as the Permit Area may be affected by Permittee's activities hereunder.

11. Monuments.

(a) Permittee by signing this Permit acknowledges that the monuments shown on Exhibit B attached hereto, if any, are in place and in good condition. During the installation of any permitted facilities hereunder and at all times during Permittee's use of the Permit Area, Permittee shall protect and safeguard City's monuments. Permittee shall promptly notify City in the event Permittee becomes aware of any change in the condition of City's monuments, regardless of the cause of such change.

(b) If Permittee damages a monument necessitating resurvey, repair or replacement, as determined by City in its sole discretion, Permittee shall, at Permittee's expense, survey, file a land surveyor's map in the County Office and install a replacement monument within thirty (30) days of completion of work authorized under this Permit, all to the satisfaction of the City. A recorded surveyor's map shall be furnished by Permittee to the PUC for its records.

(c) During the term of this Permit, City may replace missing monuments or install new monuments. When missing monuments are replaced or new monuments installed by the City, the City shall give Permittee written notice thereof. Upon deposit of such notice in the U.S. mail by City, postage prepaid, Permittee shall assume the protection and replacement responsibilities set forth herein.

(d) If Permittee shall be required by City to install monuments marking City's right-of-way, City shall have the right to select the locations of the monuments. Monuments shall be of the same type and quality used by City for its pipeline facilities. In addition to the monuments, Permittee shall install a "marker post" next to the monuments. Each marker post shall be four inches (4") by four inches (4") by five feet (5'), redwood, set two feet (2') into the ground, painted with two coats of white paint and with black letters "SFWD" painted on two (2) sides of the post. All monuments to be installed shall be subject to the City's prior written approval. In connection with such approval, City shall have the right to charge a reasonable inspection fee.

12. Removal or Alteration of Facilities. Without limiting City's rights hereunder, Permittee shall promptly, at City's written request, alter or remove at its sole expense any and all facilities, improvements, plantings or other property installed or placed in, on, under or about the Permit Area by Permittee, as may be necessary to avoid any actual or potential interference with any of City's pipelines, power lines, facilities or other structures now or later constructed, or with the maintenance thereof or with any other operations or land uses by City. In the request, City shall have the right to specify reasonable time limits for completion of the work. If after such written notice Permittee fails to complete the requested work within the prescribed time limits, City shall have the right to perform the requested work and charge Permittee all costs and expenses incurred by City in performing the work. Such amount shall be due and payable upon City's demand. In the event of an emergency City may, at its sole option and without notice, alter, remove or protect at Permittee's sole expense, any and all facilities, improvements, plantings or other property installed or placed in, on, under or about the Permit Area by Permittee except for

utility facilities owned by either a private company or a public agency that are necessary for operations after an emergency as determined by City in its sole discretion. The owner of such utility facilities shall, upon written or oral notice by City that an emergency exists, take immediate action at its sole expense to protect, remove or relocate such facilities as required by City to meet the emergency.

13. Signs. Permittee shall not place, erect or maintain any sign, advertisement, banner or similar object in, on, or about the Permit Area without PUC's prior written consent, which PUC may withhold in its sole discretion; provided, however, Permittee may place in the Permit Area a temporary sign of less than thirty (30) days' duration that is necessary for Permittee's construction use and which does not extend below the ground surface without PUC's prior written consent.

14. Surrender. Upon the expiration of this Permit or within ten (10) days after any sooner revocation or other termination of this Permit, Permittee shall surrender the Permit Area in the same condition as received, and broom clean, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Permit Area and any signs and, upon City's request, other structures or improvements permitted hereunder, and shall repair, at its cost, any damage to the Permit Area caused by such removal. Permittee's obligations under this Section shall survive any termination of this Permit.

15. Repair of Damage. If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged or threatened by any of the activities conducted by Permittee or anyone acting by or through Permittee hereunder, Permittee shall immediately, at its sole cost, notify City by facsimile of such damage or threat. City may, but shall not be obligated, to remedy such damage or threat at Permittee's sole cost, or City may elect to witness Permittee's repair work. In the event City elects not to remedy such damage or threat, Permittee shall repair any and all such damage and restore the Permit Area or property to its previous condition subject to City's inspection, review and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Permit Area. Permittee has the sole responsibility to locate such utilities and other existing facilities and protect them from damage. Permittee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities hereunder; provided, Permittee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the Permit Area.

16. City's Right to Cure Defaults by Permittee. If Permittee fails to perform any of its obligations under this Permit to restore the Permit Area, remove or alter facilities or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Permit, then City may, at its sole option, remedy such failure for Permittee's account and at Permittee's expense by providing Permittee with three (3) days' prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Permit, and nothing herein shall imply any duty of City to do any act that Permittee is obligated to perform. Permittee shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys', experts' and consultants' fees, in remedying or attempting to

remedy such default. Permittee's obligations under this Section shall survive the termination of this Permit.

17. No Costs to City. Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

18. Indemnity. Permittee shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("**Claims**"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, or any part thereof, whether such injury, death, damage or destruction is caused by the person or property of Permittee, its officers, directors, members, employees, agents, consultants, contractors or subcontractors (collectively, "**Agents**"), its invitees, guests or business visitors (collectively, "**Invitees**"), or third persons, relating to any use or activity under this Permit, (b) any failure by Permittee to faithfully observe or perform any of the terms, covenants or conditions of this Permit, (c) the use of the Permit Area or any activities conducted thereon by Permittee, its Agents or Invitees, (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Permittee, its Agents or Invitees, on, in, under or about the Permit Area, any improvements or into the environment, or (e) any failure by Permittee to faithfully observe or perform any terms, covenants or conditions of the Recorded Documents to the extent that such terms, covenants or conditions relate to or are triggered by the work to be performed or the facilities to be installed pursuant to this Permit; except solely to the extent of Claims resulting directly from the willful misconduct of City or City's authorized representatives. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys', experts' and consultants' fees and costs, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Permit Area and claims for damages or decreases in the value of adjoining property. Permittee's obligations under this Section shall survive the expiration or other termination of this Permit.

19. Waiver of Claims.

(a) Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Permittee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Permit Area or its use by Permittee.

(b) Permittee acknowledges that this Permit is freely revocable by City and in view of such fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if such expenditures are substantial. Without limiting any indemnification

obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under law or equity, in the event that City exercises its right to revoke or terminate this Permit.

(c) Permittee acknowledges that it will not be a displaced person at the time this Permit is terminated or revoked or expires by its own terms, and Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

(d) Permittee expressly acknowledges and agrees that the fees payable hereunder do not take into account any potential liability of City for any consequential or incidental damages including, but not limited to, lost profits arising out of disruption to the facilities or Permittee's uses hereunder. City would not be willing to give this Permit in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its Agents, and Permittee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages (including without limitation, lost profits and covenants not to sue for such damages, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, arising out of this Permit or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Permittee pursuant to this Permit, regardless of the cause, and whether or not due to the negligence of City or its Agents, except for the gross negligence and willful misconduct of City or its Agent.

(e) As part of Permittee's agreement to accept the Permit Area in its "As Is" condition as provided below, and without limiting such agreement, Permittee on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City and its Agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Permit Area and any related improvements or any law or regulation applicable thereto or the suitability of the Permit Area for Permittee's intended use.

(f) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Permittee acknowledges that the releases contained herein includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Permit.

20. As Is Condition of Permit Area; Disclaimer of Representations. Permittee accepts the Permit Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, and subject to all applicable laws, rules and ordinances governing the use of the Permit Area. Without limiting the foregoing, this Permit is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances and other title matters affecting the Permit Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

21. No Assignment. This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances. Any attempt to assign, convey or otherwise transfer this Permit shall be null and void and cause the immediate termination and revocation of this Permit.

22. Cessation of Use. Permittee will not terminate its activities on the Permit Area pursuant hereto without prior written notice to City.

23. No Joint Ventures or Partnership; No Authorization. This Permit does not create a partnership or joint venture between City and Permittee as to any activity conducted by Permittee on, in or relating to the Permit Area. Permittee is not a state actor with respect to any activity conducted by Permittee on, in, under or around the Permit Area. The giving of this Permit by City does not constitute authorization or approval by City of any activity conducted by Permittee on, in, around or relating to the Permit Area.

24. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

25. Non-Discrimination in City Contracts and Benefits Ordinance.

(a) **Covenant Not to Discriminate.** In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race,

color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

(b) **Other Subcontracts.** Permittee shall include in all subcontracts relating to the Permit Area a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this subsection shall constitute a material breach of this Permit.

(c) **Non-Discrimination in Benefits.** Permittee does not as of the date of this Permit and will not during the Term, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Permit.** As a condition to this Permit, Permittee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the Permit of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

26. Requiring Health Benefits for Covered Employees. To the extent applicable and unless exempt or preempted by other law, Permittee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance ("HCAO"), as set forth in

San Francisco Administrative Code Chapter 12Q ("Chapter 12Q"), including the implementing regulations, as the same may be amended or updated from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Permit as though fully set forth herein. The text of the HCAO is currently available on the web at <http://www.dph.sf.ca.us/HCRes/Resolutions/2004Res/HCRes102004.shtml>. Capitalized terms used in this Section and not defined in this Permit shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee Permittee shall provide the applicable health benefit set forth in Section 12Q.3 of the HCAO. If Permittee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if Permittee meets the requirements of a "small business" as described in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with part (a) above.

(c) Permittee's failure to comply with any applicable requirements of the HCAO shall constitute a material breach by Permittee of this Permit and City's remedies shall be those set forth in the HCAO. If, within thirty (30) days after receiving City's written notice of a breach of this Permit for violating the HCAO, Permittee fails to cure such breach or, if such breach cannot reasonably be cured within such 30-day period, Permittee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Subpermit or Contract regarding services to be performed on the Premises entered into by Permittee shall require the Subpermittee or Contractor and Subcontractors, as applicable, to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Permittee shall notify the Purchasing Department when it enters into such a Subpermit or Contract and shall certify to the Purchasing Department that it has notified the Subpermittee or Contractor of the obligations under the HCAO and has imposed the requirements of the HCAO on the Subpermittee or Contractor through written agreement with such Subpermittee or Contractor. Permittee shall be responsible for ensuring compliance with the HCAO by each Subpermittee, Contractor and Subcontractor performing services on the Premises. If any Subpermittee, Contractor or Subcontractor fails to comply, City may pursue the remedies set forth in this Section against Permittee based on the Subpermittee's, Contractor's, or Subcontractor's failure to comply, provided that the Contracting Department has first provided Permittee with notice and an opportunity to cure the violation.

(e) Permittee shall not discharge, reprimand, penalize, reduce the compensation of, or otherwise discriminate against, any employee for notifying City of any issue relating to the HCAO, for opposing any practice proscribed by the HCAO, for participating in any proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Permittee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the requirements of the HCAO.

(g) Permittee shall keep itself informed of the requirements of the HCAO, as they may change from time to time.

(h) Upon request, Permittee shall provide reports to City in accordance with any reporting standards promulgated by City under the HCAO, including reports on Subpermittees, Contractors, and Subcontractors.

(i) Within five (5) business days after any request by City, Permittee shall provide City with access to pertinent records relating to any Permittee's compliance with the HCAO. In addition, City and its agents may conduct random audits of Permittee at any time during the term of this Permit. Permittee agrees to cooperate with City in connection with any such audit.

27. Notification of Limitations on Contributions. Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for selling or leasing any land or building to or from the City whenever such transaction would require the approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or three (3) months has elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

28. Tropical Hardwoods and Virgin Redwoods. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Permit.

29. Taxes, Assessments, Licenses, Permit Fees and Liens.

(a) Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further recognizes and understands that any transfer or assignment permitted under this Permit and any exercise of any option to renew or extend this

Permit may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder.

(b) Permittee agrees to pay taxes of any kind, including, but not limited to, possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Permittee's usage of the Permit Area that may be imposed upon Permittee by law, all of which shall be paid when the same become due and payable and before delinquency.

(c) Permittee agrees not to allow or suffer a lien for any such taxes or charges to be imposed upon the Permit Area or upon any equipment or property located thereon without promptly discharging the same, provided that Permittee, if so desiring, may have reasonable opportunity to contest the validity of the same by paying under protest or posting adequate (in City's sole discretion) security during any such contest.

30. Notices. Except as otherwise expressly provided herein, any notices given under this Permit shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested, or nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefor, with postage prepaid, addressed as follows (or such alternative address as may be provided in writing):

City or PUC: Real Estate Services
Public Utilities Commission
1155 Market St., 4th Flr.
San Francisco, CA 94103
Attn: Director

Permittee: City of Milpitas
455 East Calaveras Blvd.
Milpitas, CA 95035
Attn: Greg Armendariz
Assistant City Engineer

Telephone: (408) 586-3401
Facsimile: (408) 586-3305

Notices herein shall be deemed given two (2) days after the date when they shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

31. No Tobacco Advertising. Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or

nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

32. Pesticide Prohibition. Permittee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "**Pesticide Ordinance**") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (iii) require Permittee to submit to the SFPUC an integrated pest management ("**IPM**") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Premises during the terms of this Lease, (b) describes the steps Permittee will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (c) identifies, by name, title, address and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. In addition, Permittee shall comply with Sections 303(a) and 303(b) of the Pesticide Ordinance.

33. Conflict of Interest. Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Sections 15.103 of the San Francisco Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code and Sections 87100 *et seq.* and Sections 1090 *et seq.* of the Government Code of the State of California and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify the City.

34. Disclosure. Permittee understands and agrees that under the City's Sunshine Ordinance (S.F. Administrative Code Chapter 67) and the State Public Records Law (Gov't Code Section 6250 *et seq.*), apply to this Permit and any and all records, information, and materials submitted to the City in connection with this Permit. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with the City's Sunshine Ordinance and the State Public Records Law. Permittee hereby authorizes the City to disclose any records, information and materials submitted to the City in connection with this Permit.

35. General Provisions. (a) This Permit may be amended or modified only by a writing signed by City and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this Permit. (c) Except as expressly provided to the contrary, all approvals, consents and determinations to be made by City hereunder may be made in the sole and absolute discretion of City. (d) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (f) Time is of the essence in all matters relating to this Permit. (g) This Permit shall be governed by California law and City's Charter. (h) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof and for purposes of the indemnifications set forth herein, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in

San Francisco with comparable experience notwithstanding the City's use of its own attorneys. (i) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (j) Permittee may not record this Permit or any memorandum hereof. (k) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (l) Any sale or conveyance of the property burdened by this Permit by City shall automatically revoke this Permit. (m) Notwithstanding anything to the contrary contained in this Permit, Permittee acknowledges and agrees that no officer or employee of City has authority to commit City to this Permit unless and until a resolution of City's PUC shall have been duly adopted approving this Permit and authorizing the transaction contemplated hereby. Therefore, any obligations or liabilities of City hereunder are contingent upon enactment of such an resolution, and this Permit shall be null and void if City's PUC does not approve this Permit, in its sole discretion.

PERMITTEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS PERMIT, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

PERMITTEE:

City of Milpitas,
a public agency

By: _____

Its: _____

Date: _____

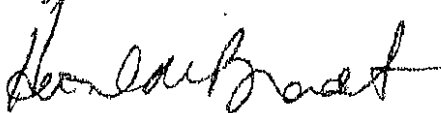
CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
General Manager, Public Utilities Commission

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: 
Deputy City Attorney

Authorized by Public Utilities Commission

Resolution No. _____

Adopted: _____

Attested: _____
Secretary, Public Utilities Commission

PERMITTEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS PERMIT, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

PERMITTEE:

City of Milpitas,
a public agency

By: _____

Its: _____

Date: _____

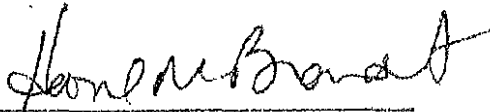
CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
General Manager, Public Utilities Commission

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: 
Deputy City Attorney

Authorized by Public Utilities Commission

Resolution No. _____

Adopted: _____

Attested: _____
Secretary, Public Utilities Commission

EXHIBIT C

Deed

BOOK 1875 PAGE 312

Par. 111-~~11~~, B-630

Par. 114, 3489

Par. 116, 3491

No documentary stamps Required

SJA 202018

D E E D

116

BEATRICE C. WRIGLEY, also known as Beatrice Wrigley, and FRANCIS L. WRIGLEY, her husband, the first parties, hereinafter referred to as the Grantors, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, hereinafter referred to as the City, the following described real property situated in the County of Santa Clara, State of California:

Parcel 1. 111 B

A strip of land 80 feet wide, lying 40 feet either side of the following described line and extensions thereto across those certain parcels of land (Deed Parcel 1 and Deed Parcel 3) conveyed by Eugene T. Murphy et al, to Beatrice Wrigley by deed dated September 16, 1946 and recorded November 1, 1946 in Volume 1385 at page 297, Official Records, Santa Clara County, hereinafter referred to as the Wrigley Parcels; said strip of land being more particularly described as, COMMENCING at a point in the southerly boundary of the existing Calaveras Road being also the northerly boundary of Deed Parcel 3 of said Wrigley Parcels, distant thereon north 74° 34' 20" east 221.89 feet from the southerly prolongation across Calaveras Road, of the westerly boundary of that certain parcel of land conveyed by A. E. Ayer to Edith Ayer et al, by deed dated February 15, 1919 and recorded December 27, 1920 in Book 531 of Deeds at page 57, Records of Santa Clara County; thence from said point of commencement south 9° 03' 50" west 218.22 feet to a point designated as Point "A"; said Point A being distant north 23° 56' 00" west 101.14 feet; north 65° 08' 00" east 536.97 feet and north 9° 03' 50" east 2508.43 feet from the most southerly corner of Deed Parcel 1 of the above mentioned Wrigley Parcels:

CONTAINING 0.401 of an acre.

Parcel 2. 116

A strip of land 80 feet wide, lying 40 feet either side of the following described line and extensions thereto; across Parcel No. 2 conveyed by Ella A. Sinnott, et al, to Beatrice C. Wrigley by Deed dated September 8, 1941 and recorded September 17, 1941 in Vol. 1056 at page 483 Official Records, Santa Clara County, hereinafter referred to as the Wrigley Parcel, said line being more particularly described as, COMMENCING at a point in the common boundary between the above mentioned Wrigley Parcel and that certain parcel of land conveyed by John Sinnott to the Central Pacific Railroad Company, by Deed dated August 15, 1870 and recorded May 2, 1871 in Book 21 of Deeds, page 263, Records of Santa Clara County, hereinafter referred to as the Railroad Co. Parcel, said point being distant along said common boundary South 11° 29' 00" East 168.32 feet from its intersection with the Northerly boundary of the above mentioned Wrigley Parcel; thence from

1875 PAGE 314

intersection thereof with the Northerly line of said Wrigley parcel, the Easterly end of said strip being the Northerly line of said Wrigley parcel and the Westerly end of said strip being the Easterly line of said 60 foot strip of land so conveyed to said Railroad Company, containing 1.672 acres of land, a part of the Partition of the Milpitas Rancho.

ALSO the right to cut any and all existing fences and to install gates therein at such points as may be necessary for the convenience of the City in the use of said Parcels 3 and 4 herein conveyed to the City, and the right to protect pipes and other structures or improvements of the City by means of fences or otherwise; provided, however, that the City shall not construct any other fences upon or with respect to said parcels of real property without the consent of the Grantors. If the City should damage the Grantors' roads or fences, the City shall, at its own expense, repair such damage.

THIS DEED IS MADE SUBJECT TO THE FOREGOING AND THE FOLLOWING COVENANTS with respect to said Parcels 3 and 4 herein conveyed to the City:

1. The Grantors are permitted the right to plant, cultivate, irrigate, harvest and retain crops from said parcels of land and to use said land for pasturage, until such time as the City requires said land for construction purposes, and thereafter to cultivate, plant, irrigate, harvest and retain crops from, and to use for pasturage, such parts of said parcels of land as are not actually needed by the City for the construction, maintenance, repair, operation, renewal and replacement of its aqueduct pipe lines and other structures or improvements, appurtenances and appliances; provided, that the Grantors shall not plant any trees on said Parcels 3 and 4.

2. The Grantors are permitted the right to construct, maintain, use, repair, replace, and renew, over and across said parcels of land, (but not along in the direction of the City's

BOOK 1875 PAGE 316

which may be constructed flush with or above the surface of the ground, but where it is not practicable for the City to lay its pipe line or lines to such a minimum depth on account of ditches, ravines, swamps, low land, or poor soil conditions, the same may be installed partially or wholly above the surface of said parcels of land, or upon trestles or other structures.

6. The covenants herein set forth shall inure to the benefit of, and bind, the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 31st day of October, 1949.

Beatrice C. Wrigley

Francis L. Wrigley

STATE OF CALIFORNIA,

County of Los Angeles

ON THIS 31st day of October, A.D., 1949, before me,
the undersigned, Nell E. Weston,
a Notary Public in and for said County and State, personally appeared
Beatrice C. Wrigley and Francis L. Wrigley

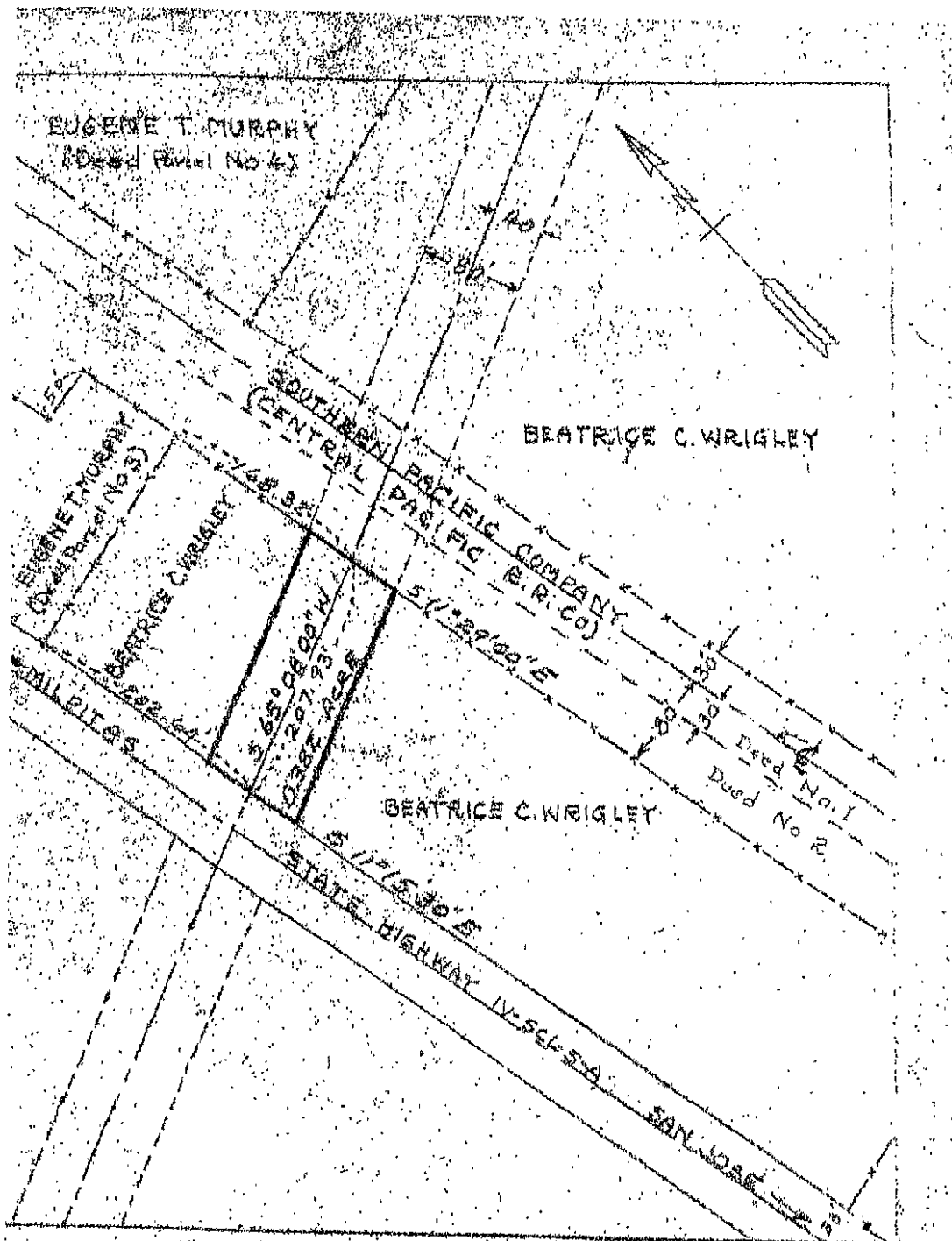
known to me,
to be the person in whose name the are subscribed to the within
Instrument, and acknowledged to me that the Y. executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year in this certificate first above written.

My Commission Expires April 30, 1955

Nell E. Weston
Notary Public in and for said County and State

ACKNOWLEDGMENT—GENERAL—WOLCOTT FORM 232



CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO.3

PARCEL NO. 116

SANTA CLARA COUNTY

| | | | |
|----------|------------------------------------|------------|-------------|
| APPROVED | SCALE 1" = 500' | DR. C.L. | DRAWING NO. |
| APPROVED | GENERAL MANAGER AND CHIEF ENGINEER | CH. A.K.F. | B-401 |
| | | REVIEWED | |

Far. 118A

118A

BOOK 1185 PAGE 612

(No documentary stamps required)
S.T.A. #217590DEED

FRANK S. DOPHNA and MARY M. DOPHNA, his wife, the first parties, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

Parcel 1

BEGINNING at a point on the Westerly line of the Oakland and San Jose Road, State Highway, at the Northeastly corner of that certain parcel of land described in the Deed from F. E. Quinn to Juan G. Gutierrez, et ux, dated June 19, 1948 and recorded June 28, 1948 in Book 1637 of Official Records, page 505; thence South 78° 37' 10" West along the Northerly line of said parcel of land 74.69 feet; thence North 65° 02' East 35.68 feet to a point on the Westerly line of said Oakland and San Jose Road; thence South 11° 22' 50" East along said Westerly line 8.32 feet to the point of beginning, containing therein 0.003 of an acre and being a part of Lot 4 of the Partition of the Milpitas Rancho.

Parcel 2

BEGINNING at the Southwestly corner of that certain parcel of land described in the Deed from F. E. Quinn to Juan G. Gutierrez, et ux, dated June 19, 1948 and recorded June 28, 1948 in Book 1637 of Official Records, at page 505, said corner being a point in a line drawn parallel with and distant 140.00 feet Westerly, measured at right angles from the Westerly line of the Oakland and San Jose Road, State Highway; thence South 11° 22' 50" East along said parallel line 251.61 feet to the intersection thereof with the center line of the Penitencia Creek; thence along the center line of said Creek with the following courses and distances: North 37° 40' 50" West 150.87 feet, North 49° 12' 30" West 133.09 feet and North 23° 43' 50" West 46.71 feet; thence leaving said line of said Creek and running North 55° 08' East 173.09 feet to a point on said parallel line abovesaid, referred to; thence South 11° 22' 50" East along said parallel line 74.41 feet to the point of beginning, containing therein 0.541 of an acre and being a part of Lot 4 of the Partition of the Milpitas Rancho.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 25th day of May, 1950.

Frank S. Dopha
Mary M. Dopha

1. The first of the two is the fact that the
2. second of the two is the fact that the
3. third of the two is the fact that the
4. fourth of the two is the fact that the
5. fifth of the two is the fact that the
6. sixth of the two is the fact that the
7. seventh of the two is the fact that the
8. eighth of the two is the fact that the
9. ninth of the two is the fact that the
10. tenth of the two is the fact that the

PARCEL 118A
(Drawing B-483A)

Ray Div. Map Line No. 3
SANTA CLARA COUNTY

A portion of that certain parcel of land conveyed by Frank Dophna et ux, to Frank Dophna by deed dated November 23, 1947 and recorded January 18, 1948 in Volume 1447 at page 527, Official Records, Santa Clara County, hereinafter referred to as the Dophna Parcel; said portion being more particularly described as follows:

COMMENCING at a point in the westerly boundary of the existing San Jose and Milpitas Road (California State Highway IV-501-51), said point being the southeasterly corner of the above mentioned Dophna Parcel; thence, from said point of commencement along the common boundary between said Dophna Parcel and that certain parcel of land conveyed by R. E. Quinn to Juan O. Gutierrez et ux, by Joint Tenancy Deed dated June 19, 1945 and recorded June 28, 1945 in Volume 1327 at page 553, Official Records, Santa Clara County, south 78°57'10" west 24.22 feet; thence, leaving said common boundary, north 85°02' east 28.42 feet to said westerly boundary of the San Jose Milpitas Road; thence along said westerly boundary south 11°22'50" west 2.22 feet to the point of commencement;

CONTAINING 0.003 of an Acre

PARCEL 118B
(Drawing B-483B)

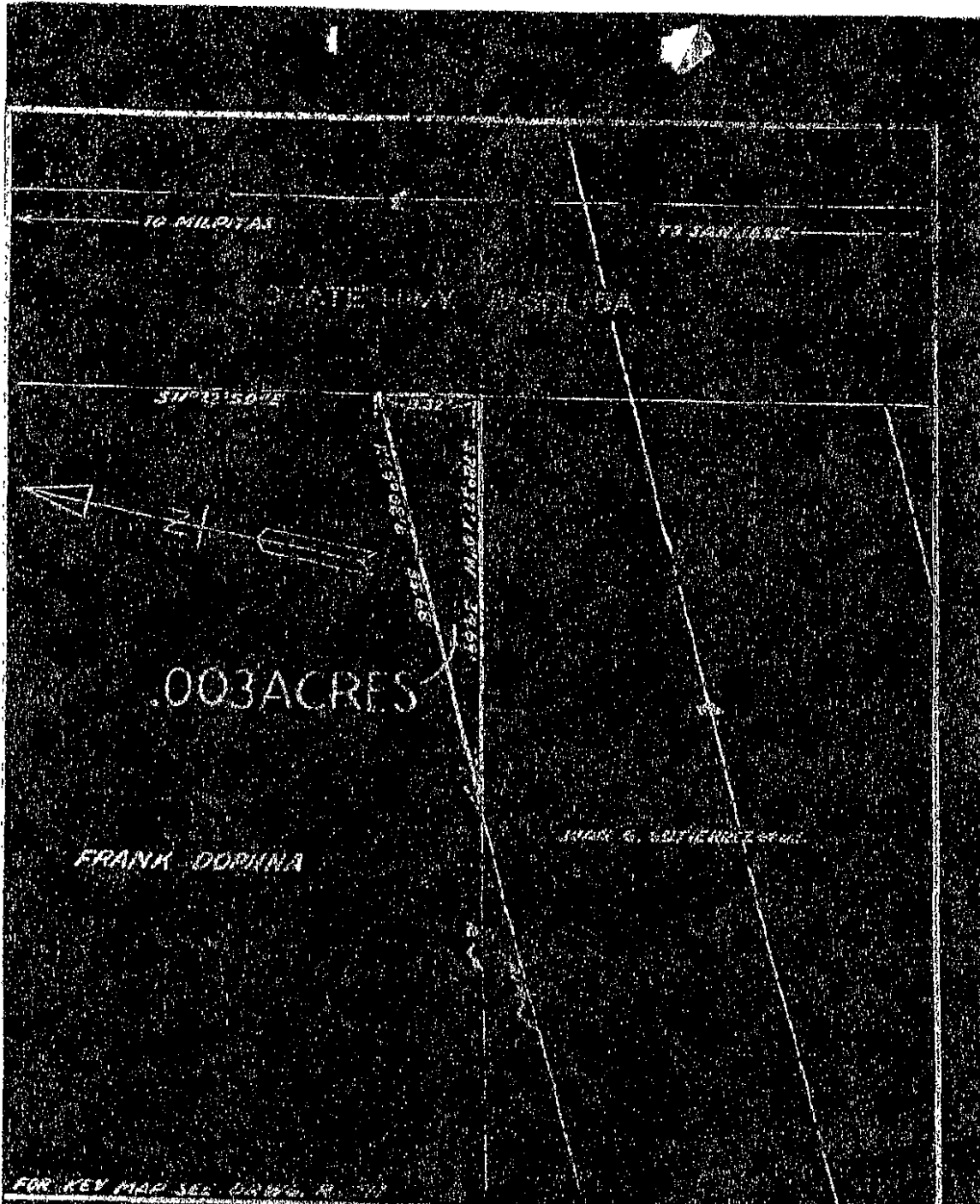
A portion of that certain parcel of land conveyed by R. E. Quinn to Juan O. Gutierrez et ux, by Joint Tenancy Deed dated June 19, 1945 and recorded June 28, 1945 in Volume 1327 at page 553, Official Records, Santa Clara County, hereinafter referred to as the Gutierrez Parcel; said portion being more particularly described as follows:

COMMENCING at a point in the westerly boundary of the existing San Jose-Milpitas Road (California State Highway IV-501-51) said point being the northeasterly corner of the above mentioned Gutierrez Parcel; thence from said point of commencement along said westerly boundary of the San Jose-Milpitas Road, south 11°22'50" east 73.24 feet; thence leaving said westerly boundary south 85°02' west 110.22 feet; thence along the common boundary between the above mentioned Gutierrez Parcel and that certain parcel of land conveyed by Hazel Barre to Pedro Ladera Vertades by deed dated May 25, 1948 and recorded May 25, 1948 in Volume 1390 at page 599, Official Records, Santa Clara County, south 78°57'10" west 22.78 feet; thence along the westerly boundary of the above mentioned Gutierrez Parcel north 11°22'50" west 74.41 feet; thence, north 85°02' east 120.50 feet; thence along the common boundary between the above mentioned Gutierrez Parcel and that certain parcel of land conveyed by Frank Dophna et ux, to Frank Dophna by deed dated November 23, 1947 and recorded January 18, 1948 in Volume 1447 at page 527, Official Records, Santa Clara County, north 78°57'10" east 24.22 feet to the point of commencement;

CONTAINING 0.228 of an Acre

PARCEL 118C
(Drawing B-483C)

A portion of that certain parcel of land conveyed by Hazel Barre to



.003 ACRES

FRANK DOPINA

MIAMI R. SUTHERLAND

FOR KEY MAP SEE DRAWING NO. 10

CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO. 3
PARCEL NO. 118A
SANTA CLARA COUNTY

| | | | | |
|------------------------------------|--------------|-------------|-----------|-------------|
| APPROVED | SCALE 1"=10' | BY G. A. | DR. A. C. | DRAWING NO. |
| APPROVED | | 10. 42. 6 | 10. 42. 6 | B 493 A |
| GENERAL MANAGER AND CHIEF ENGINEER | | DATE 7-6-49 | REVISED | |

Per. 118B

BOOK 1940 PAGE 467

(No documentary stamps required)
S.J.A. 202019A

DEED

202019 JCC

JUAN B. GUTIERREZ and MARGARITA GUTIERREZ, his wife, the first parties, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

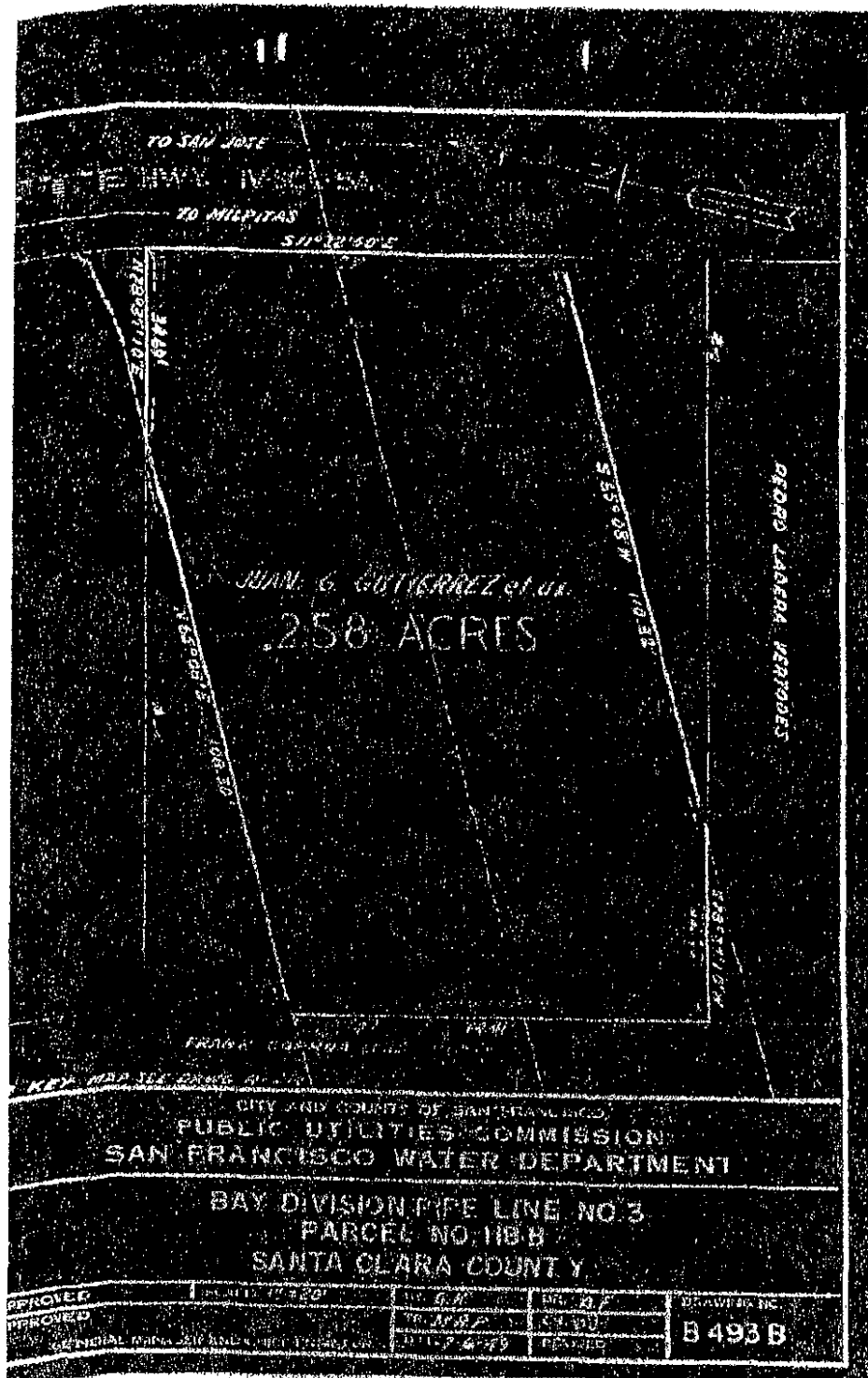
BEGINNING at a point on the Westerly line of the San Jose and Milpitas Road (California State Highway IV-SOL-5A) distant thereon South 11° 22' 50" East 501.50 feet from the Northeast corner of the parcel of land conveyed to John Peters by Deed dated November 6, 1889 and recorded in Book 121 of Deeds, page 124; thence along said line of the San Jose and Milpitas Road, South 11° 22' 50" East 100 feet; thence leaving said line of the San Jose and Milpitas Road and running parallel with the Northerly line of that certain 2.50-acre tract of land conveyed by Frank S. Dohme, et ux, to Genevieve G. Dohme, by Deed dated November 28, 1947 and recorded February 10, 1948 in Book 1764 of Official Records, page 550, South 78° 37' 10" West 140 feet to the Westerly line of said 2.50-acre tract of land; thence along said Westerly line North 11° 22' 50" West 100 feet to the Northwest corner of said 2.50-acre tract; thence along the Northerly line of said 2.50-acre tract North 78° 37' 10" East 140 feet to the point of beginning and being a portion of Lot 4 as described in the Partition Suit of the Milpitas Rancho in the District Court of the Third Judicial District of the County of Santa Clara, State of California, in the Partition Suit of Frederick Creighton et al, vs. James C. Gould, et al.

TOGETHER with all right, title and interest of the first parties in and to that portion of said San Jose and Milpitas Road adjoining the above described land.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 3rd day of March, 1950.

Juan B. Gutierrez
his
Margarita Gutierrez
mark

Margarita Gutierrez
Witness:
John W. Clark
John W. Clark
Attest:



Par 118-C
B-493C
BOOK 1998 PAGE 344

(No documentary stamps required)
S.J.A. #222095

D E E D

PEDRO L. VERTODES, a single man, the first party, hereby grants to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the, second party, the following described real property situated in the County of Santa Clara, State of California;

A portion of that certain parcel of land conveyed by Hazel Barre to Pedro Ladera Vertodes by deed dated May 25, 1948 and recorded May 25, 1948 in Volume 1620 at page 599, Official Records, Santa Clara County, hereinafter referred to as the Vertodes Parcel; said portion being more particularly described as COMMENCING at the northwest corner of the above mentioned Vertodes Parcel and running thence along the common boundary between said Vertodes Parcel and that certain parcel of land conveyed by F. E. Quinn to Juan G. Gutierrez et ux, by Joint Tenancy Deed dated June 19, 1948 and recorded June 28, 1948 in Volume 1637 at page 505, Official Records, Santa Clara County, North 78° 37' 10" East 32.73 feet; thence, leaving said common boundary south 65° 08' West 33.66 feet; thence, along the westerly boundary of said Vertodes Parcel North 11° 22' 50" West 7.85 feet to the point of commencement, CONTAINING 0.003 of an Acre.

IN WITNESS WHEREOF, the first party has executed this conveyance this 8th day of June 1950.

Pedro L. Vertodes

STATE OF CALIFORNIA

County of Santa Clara

8th day of June

in the year one thousand nine hundred and Fifty

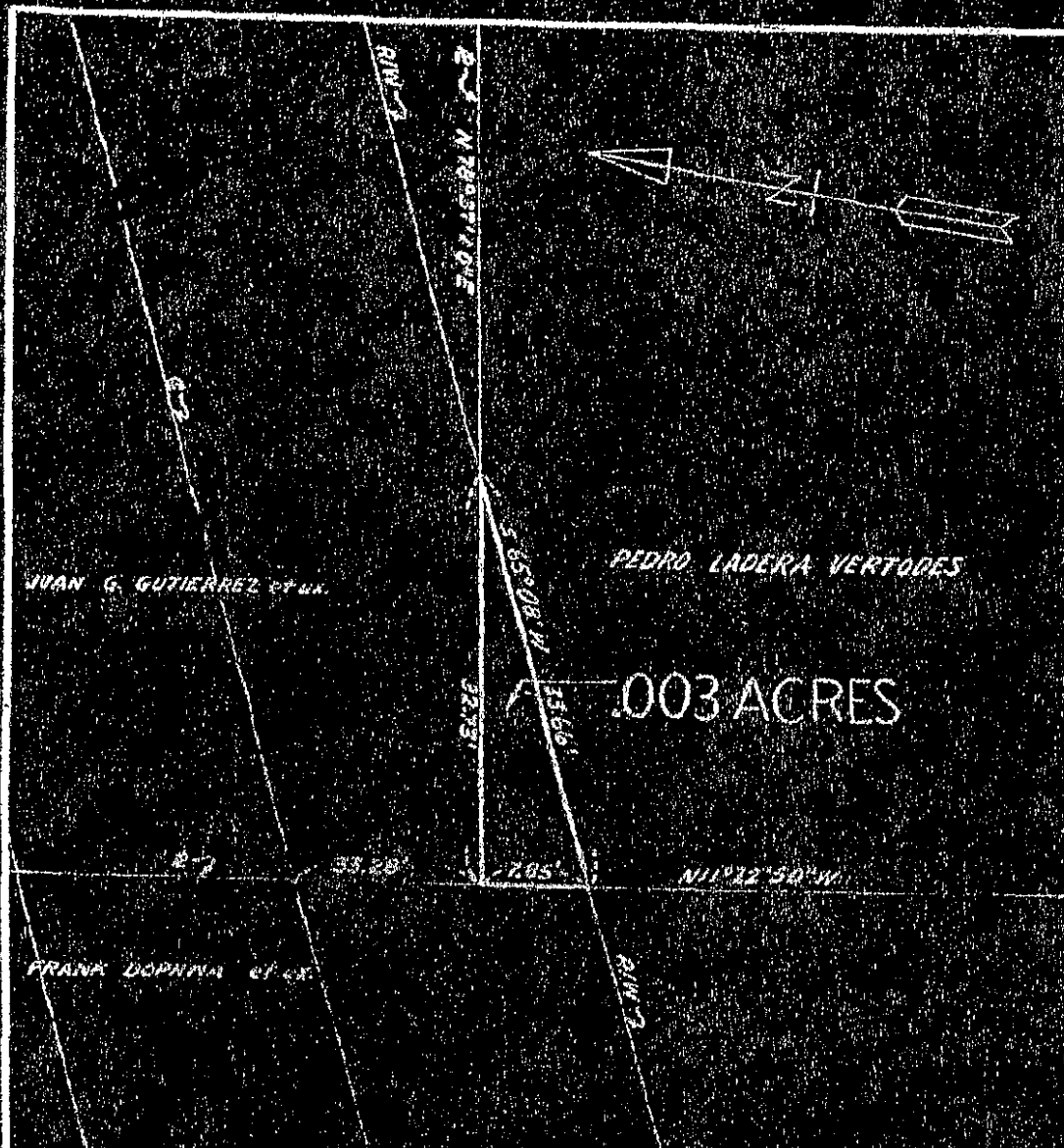
John W. Clark

a Notary Public in and for the
County of Santa Clara State of California, residing therein,
duly commissioned and sworn, personally appeared
Pedro L. Vertodes

known to me to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
to the Santa Clara County of Santa Clara the day and year in this
certificate first above written.

John W. Clark



FOR KEY MAP SEE DRAWING B-104

CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO. 3
PARCEL NO. 118C
SANTA CLARA COUNTY

| | | | | |
|--------------------------------------|---------------|-----------|-----------|-------------|
| APPROVED | DATE 11/12/02 | ENGINEER | DR. B.F. | DRAWING NO. |
| APPROVED | | CH. M. P. | CH. R. J. | B 493 C |
| ORIGINAL DRAWING AT FIELD ENGINEER'S | DATE 7-8-99 | REVISION | | |

1985 MAY 12

(No documentary stamps required)
S. J. A. #217590.DEED

FRANK S. DOPHNA and MARY M. DOPHNA, his wife, the first parties, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

Parcel 1

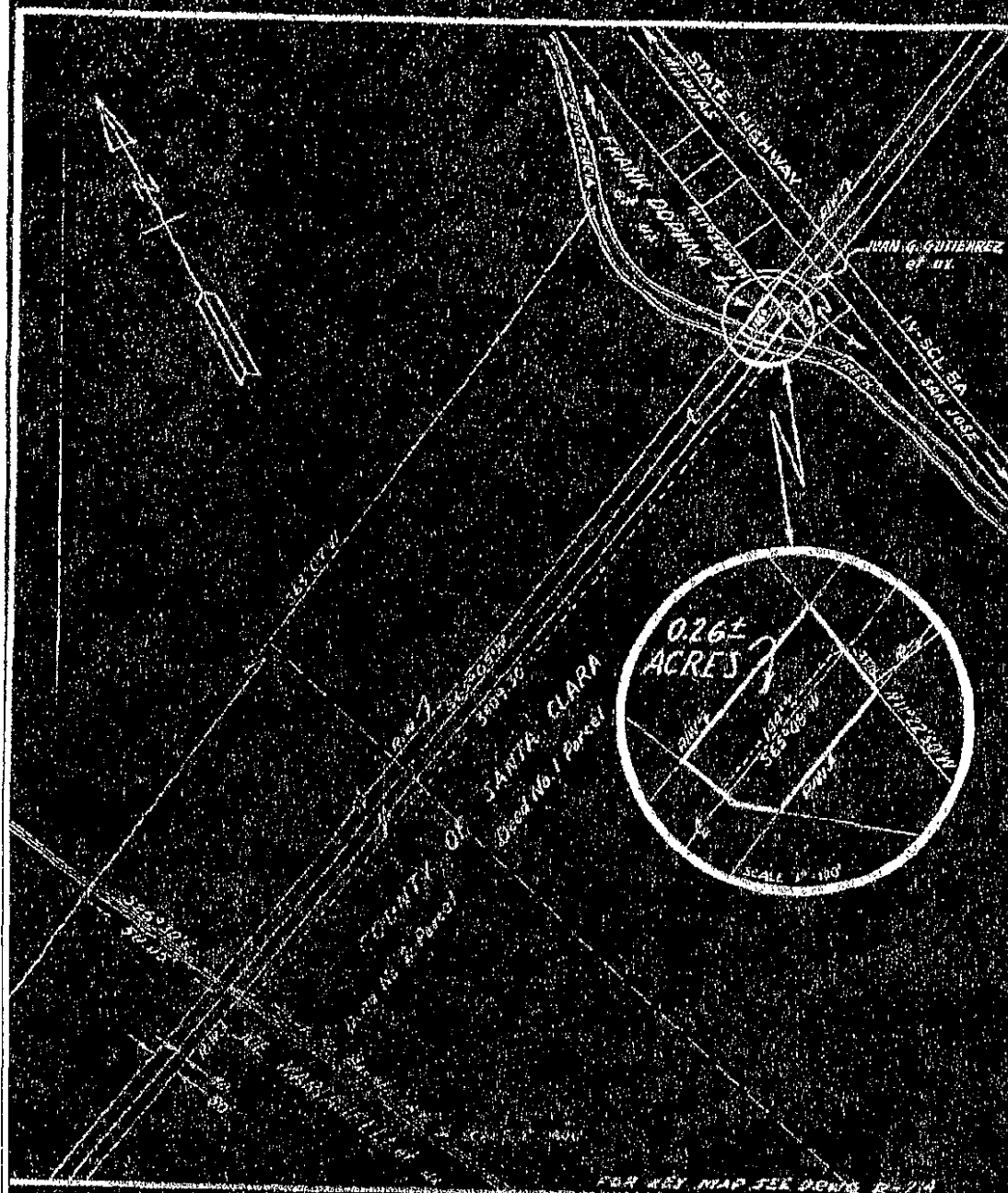
BEGINNING at a point on the Westerly line of the Oakland and San Jose Road, State Highway, at the Northeasterly corner of that certain parcel of land described in the Deed from F. E. Quinn to Juan G. Gutierrez, et ux, dated June 19, 1948 and recorded June 25, 1948 in Book 1637 of Official Records, page 505; thence South $78^{\circ} 37' 00''$ West along the Northerly line of said parcel of land 34.69 feet; thence North $65^{\circ} 08'$ East 35.68 feet to a point on the Westerly line of said Oakland and San Jose Road; thence South $11^{\circ} 22' 50''$ East along said Westerly line 8.32 feet to the point of beginning, containing therein 0.003 of an acre and being a part of Lot 4 of the Partition of the Milpitas Rancho.

Parcel 2

BEGINNING at the Southwesterly corner of that certain parcel of land described in the Deed from F. E. Quinn to Juan G. Gutierrez, et ux, dated June 19, 1948 and recorded June 25, 1948 in Book 1637 of Official Records, at page 505, said corner being a point in a line drawn parallel with and distant 140.00 feet Westerly, measured at right angles from the Westerly line of the Oakland and San Jose Road, State Highway; thence South $11^{\circ} 22' 50''$ East along said parallel line 251.61 feet to the intersection thereof with the center line of the Penitencia Creek; thence along the center line of said Creek with the following courses and distances: North $33^{\circ} 40' 50''$ West 150.87 feet, North $49^{\circ} 12' 30''$ West 133.09 feet and North $23^{\circ} 43' 50''$ West 46.71 feet; thence leaving said line of said Creek and running North $65^{\circ} 08'$ East 153.09 feet to a point on said parallel line hereinabove referred to; thence South $11^{\circ} 22' 50''$ East along said parallel line 74.41 feet to the point of beginning, containing therein 0.541 of an acre and being a part of Lot 4 of the Partition of the Milpitas Rancho.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 25th day of May, 1950.

Frank S. Dopfna
Mary M. Dopfna



CITY AND COUNTY OF SAN FRANCISCO
PUBLIC UTILITIES COMMISSION
SAN FRANCISCO WATER DEPARTMENT

BAY DIVISION PIPE LINE NO. 3
PARCEL NO. 118 D
SANTA CLARA COUNTY

| | | | | |
|---------------------------------------|---------------|---------------|-------------|-------------|
| APPROVED | DATE 11/10/00 | BY 11/10/00 | BY 11/10/00 | DRAWING NO. |
| APPROVED | DATE 11/10/00 | BY 11/10/00 | BY 11/10/00 | B 493D |
| GENERAL MANAGER AND DISTRICT ENGINEER | | DATE 11/10/00 | REVISION | |

BOOK 1185 PAGE 612

(No documentary stamps required)
S.J.A. #217590.

D E E D

1185

FRANK B. DOPHNA and MARY M. DOPHNA, his wife, the first parties, hereby grant to CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the second party, the following described real property situated in the County of Santa Clara, State of California:

Parcel 1

BEGINNING at a point on the Westerly line of the Oakland and San Jose Road, State Highway, at the Northeastly corner of that certain parcel of land described in the Deed from F. E. Quinn to Juan G. Gutierrez, et ux, dated June 19, 1948 and recorded June 26, 1948 in Book 1637 of Official Records, page 505; thence South 73° 37' 10" West along the Northerly line of said parcel of land 34.69 feet; thence North 65° 08' East 35.68 feet to a point on the Westerly line of said Oakland and San Jose Road; thence South 11° 22' 50" East along said Westerly line 5.32 feet to the point of beginning, containing therein 0.003 of an acre and being a part of Lot 4 of the Partition of the Milpitas Rancho.

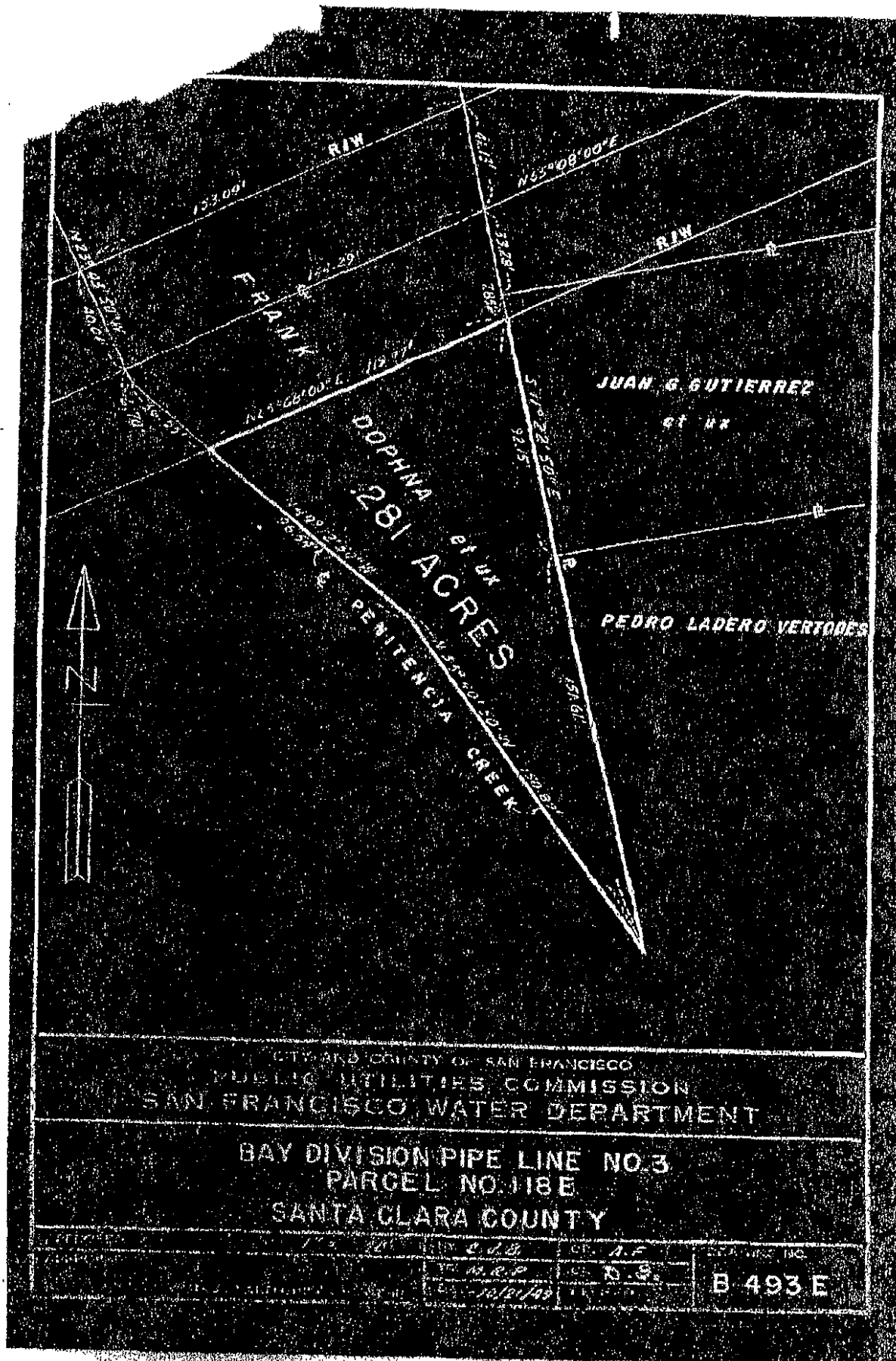
Parcel 2

BEGINNING at the Southwestly corner of that certain parcel of land described in the Deed from F. E. Quinn to Juan G. Gutierrez, et ux, dated June 19, 1948 and recorded June 26, 1948 in Book 1637 of Official Records, at page 505, said corner being a point in a line drawn parallel with and distant 140.00 feet Westerly, measured at right angles from the Westerly line of the Oakland and San Jose Road, State Highway; thence South 11° 22' 50" East along said parallel line 351.61 feet to the intersection thereof with the center line of the Fajitas Creek; thence along the center line of said Creek with the following courses and distances: North 33° 40' 50" West 150.87 feet, North 49° 12' 30" West 133.09 feet and North 23° 43' 50" West 46.71 feet; thence leaving said line of said Creek and running North 65° 08' East 153.09 feet to a point on said parallel line hereinabove referred to; thence South 11° 22' 50" East along said parallel line 74.41 feet to the point of beginning, containing therein 0.541 of an acre and being a part of Lot 4 of the Partition of the Milpitas Rancho.

IN WITNESS WHEREOF, the first parties have executed this conveyance this 25th day of May, 1950.

Frank B. Dopfna
Mary M. Dopfna

1-81-1421-1185-612
BOP 1185-612



119 }
B-494 }
for B.D.R. #3

Nimitz Fwy

ENDORSED

119

Holladay Jones
Jack M. Howard
Joseph F. DeMartini
Paul L. Porterfield
Attorneys for Plaintiff
359 Pine Street
San Francisco 4, California
YUlon 2-3127

FILED
JUL 28 1955
PAUL R. TEILH, Clerk
BY J. W. CASSARA
RECEIVED

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE
COUNTY OF SANTA CLARA

THE PEOPLE OF THE STATE OF CALIFORNIA,
acting by and through the Department
of Public Works,

Plaintiff,

vs.

ASSOCIATED SEED GROWERS, INC., CITY
AND COUNTY OF SAN FRANCISCO, a
municipal corporation, et al.,

Defendants,

No. 83919

Parcel 2

FINAL ORDER
ON REMEDICATION

The plaintiff in the above-entitled cause having paid
into court for the benefit of defendant CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation, the total amount of compen-
sation awarded by the Court for the taking of the property
described in plaintiff's complaint as Parcel 2, together with any
and all improvements thereon pertaining to the realty, and for
all claims and demands of said defendant against plaintiff on
account of the taking of said property and its use by plaintiff
for State highway purposes, including freeway purposes.

NOW, THEREFORE, IT IS HEAVILY ORDERED, ADJUDGED AND
DECREEED that the following described property be, and it is
hereby, condemned to plaintiff for the uses and purposes set forth

1 Blaine County, road IV-501-52-A; thence continuing along
 2 said Northwestern line N. 66°02' E., 86.21 feet to a line
 3 parallel with and 85.00 feet easterly, at right angles,
 4 from said "A" line; thence along said parallel line
 5 S. 14°19'40" E., 51.14 feet to the Northwestern line of said
 6 80 foot strip; thence along said Northwestern line S. 66°02'
 7 E., 173.43 feet to a line parallel with and 85.00 feet
 8 westerly, at right angles, from said "A" line; thence along
 9 the last mentioned line, which is also the line passing
 10 through said plane coordinates, N. 14°19'40" E., 40.37 feet
 11 to the true point of commencement.

12 CONTAINING 0.317 or no more, more or less.

13 Together with any adverse rights of record,
 14 appurtenant to the remainder of the property, of which the
 15 above described parcel is a part, in and to said highway.

16
 17 IT IS FURTHER ORDERED that a copy of this order be filed
 18 in the Office of the County Recorder of the county in which the
 19 above-described property is located, and thereupon said property
 20 and the title thereto shall vest in plaintiff in fee.

21 DATED: July 28th, 1955

22
 23 WILLIAM W. GALSOMAN
 24 Judge of the Superior Court

1 facts as of record granted, on the 27th day of September, 1950,
2 an interlocutory decree ordering and adjudging that the plaintiff
3 was entitled to a judgment and decree of condemnation, as prayed
4 for in the complaint, against defendant, upon deposit into Court
5 of the sum of Seven Thousand Four Hundred and no/100ths Dollars
6 (\$7,400.00) to the account of defendant The County of Santa Clara;
7 and

8 WHEREAS, according to said judgment, said plaintiff has
9 paid said sum as described above, in accordance with the inter-
10 locutory decree, evidence of which payment is a satisfaction of
11 judgment on file in this case; and

12 WHEREAS, on the 6th day of December, 1950, a Final
13 Decree in Condemnation was entered herein; and

14 WHEREAS, the Final Decree in Condemnation does not,
15 in certain respects, conform to the Interlocutory Decree in
16 Condemnation; and

17 WHEREAS, by its Order on file in this action, this
18 Court has ordered and directed that the Final Decree in Condemna-
19 tion as heretofore entered on the 6th day of December, 1950, be
20 amended to conform to the Interlocutory Decree in Condemnation;

21 NOW, THEREFORE, in consideration of the law in the
22 premises, IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED that
23 the Decree in Condemnation heretofore entered on the 6th day of
24 December, 1950, be and hereby is amended as follows in this, the
25 Amended Final Decree in Condemnation:

26 IT IS ORDERED, ADJUDGED AND DECREED that the plaintiff
27 shall have the right to cut any and all existing fences and to
28 install gates therein at such points as may be necessary for the
29 convenience of the City in the use of said parcel of real property,
30 and the right to protect pipes and other structures or improve-
31 ments of the City by means of fences or otherwise; provided, how-
32 ever, that the City shall not construct any other fences upon

1 damage, or endanger in any way any aqueduct pipe lines, and other
2 structures and improvements, appurtenances or appliances of the
3 City. The grantor shall install gates in any additional fences
4 which it may construct across said parcel of real property suffi-
5 cient in width to allow passage of trucks and other equipment.

6 3. After installation of the City's first pipe line,
7 the City's Public Utilities Commission shall give the grantor
8 at least six months written notice before commencing construction
9 of any additional aqueduct pipe lines, utilities, and other
10 structures or improvements on said parcel of real property.

11 4. All notices to be given between the parties hereto
12 shall be in writing and served personally or by depositing the
13 same in the United States mail, postage prepaid and addressed to
14 the City at the office of its Manager of Utilities, City Hall,
15 San Francisco, California; and to grantor at Santa Clara County
16 Court House, San Jose, California, and the said notice shall be
17 binding upon any successor in interest of the grantor unless the
18 City is notified in writing of the address of said successor in
19 interest, in which case said notice of the City is to be sent
20 thereto.

21 5. The tops of all of City's pipe lines and conduits
22 shall be laid below the surface of the ground and covered to a
23 depth of not less than twenty-four (24) inches, excepting also at
24 Penitencia Creek where they may be installed above and over said
25 creek bed upon trestles or other structures.

26 6. Any and all irrigation pipes of the grantor shall
27 be installed at its own cost and expense across and above the
28 City's pipe lines, including the relaying of the existing twelve
29 (12) inch concrete irrigation pipe crossing said parcel at the
30 southwesterly end thereof.

31 7. It is understood and agreed that no sewage disposal
32 ponds will be permitted to exist on the above described parcel.

as follows, to wit:

All that certain parcel of land situate in the County of Santa Clara, State of California, described as follows:

A strip of land 80 feet wide lying 40 feet either side of the following described line and extensions thereto across that certain 100 acre tract of land conveyed by James Boyd to the County of Santa Clara, by deed dated December 22, 1883 and recorded December 22, 1883, in Book 71 of Deeds, page 492 and across that certain 96.11 acre tract of land conveyed by Mary T. O'Toole, et al., to the County of Santa Clara by Deed dated October 7, 1901 and recorded October 21, 1901 in Book 245 of Deeds page 91, said line being more particularly described as follows:

BEGINNING at a point in the common boundary between the 96.11 acre tract of land hereinabove referred to and that certain 25.0 acre tract of land described in the Deed from Frances A. Correa to Joe Marianelli, et ux, dated March 27, 1945 and recorded March 3, 1945 in Book 1244, of Official Records, page 552, distant thereon S. 25° 30' E. 511.05 feet from the most Northerly corner of said 25.0 acre tract; thence N. 65° 08' E. 3265 feet, more or less, to the Easterly line of the 100.0 acre tract of land hereinabove referred to in the center of the Penetencia Creek, the Westerly end of said strip being the said common boundary between said 96.11 and 25.0 acre tracts of land and the Easterly end of said strip being the Easterly line of said 100.0 acre tract of land in the center of the Penetencia Creek, being a part of the Ellen E. White portion of the Esteros Rancho.

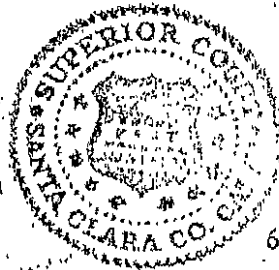
The above described real property is part of a larger parcel.

DONE IN OPEN COURT this 12 day of March, 1999.

W. J. O'Donnell
JUDGE OF THE SUPERIOR COURT

ENTERED THU MAR 12 1999

JUDGMENT BOOK 81 PAGE 656



The foregoing instrument is a correct copy of the original on file in this office.

ATTEST, NOV 13 1975

JOHN KAZDOWSKI
County Clerk and ex-officio Clerk of the Superior Court of the State of California in and for the County of Santa Clara.
BY DEPUTY

EXHIBIT D

Approved Plans and Specifications

PROPOSED PARK ELEMENTS ON THE HETCH HETCHY RIGHT-OF-WAY
JANUARY 27, 2005

Between Abel Street and the proposed extension of Public Street C:

One (1) 10'-wide bicycle and pedestrian path
One (1) 8-stall parking lot
One (1) basketball court (full-court) with four (4) backboards and hoops
Two (2) tennis courts with a perimeter fence
One (1) tot lot consisting of three (3) spring rides, one (1) tot swing, and two (2) climbing structures
Eighteen (18) picnic tables
Six (6) dual barbeques with accompanying food preparation tables and sinks
Six (6) trash receptacles
Six (6) shade structures
Twelve (12) benches
Two (2) removable bollards (at the parking entry)
Lighting at the parking lot
Path lighting at 40' on-center
One (1) bicycle rack
Vegetation and turf
Irrigation and storm drain facilities

Between Abel Street and Main Street:

One (1) 12'-wide bicycle and pedestrian path
Four (4) removable bollards
Three (3) picnic tables
Seven (7) benches
Two (2) shade structures
Two (2) bocce ball courts
One (1) water fountain
One (1) bicycle rack
Path lighting at 40' on-center
Vegetation and turf
Irrigation and storm drain facilities

East of Main Street:

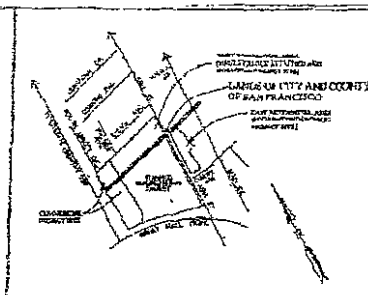
One (1) 5'-wide sidewalk
Eight (8) benches
Two (2) shade structures
Two (2) trash receptacles
Three (3) spring rides
Path lighting at 40' on-center
One (1) metal picket fence
Two (2) picnic tables
Two (2) climbing structures
One (1) seat wall
Vegetation and turf
Irrigation and storm drain facilities

*This list is based on the Hetch Hetchy Right of Way landscape plans dated 21 January 2005 prepared by Randall Planning & Design Inc. Park components are subject to change as the park elements are finalized.

ABBREVIATIONS

TERRA SERENA
MILPITAS, CALIFORNIA

Draft



Ruggen-
Kansen

TERRA SERENA
GRADING AND IMPROVEMENT PLANS FOR PARKS
WITHIN HETCH HETCHY RIGHT OF WAY

17365 3111

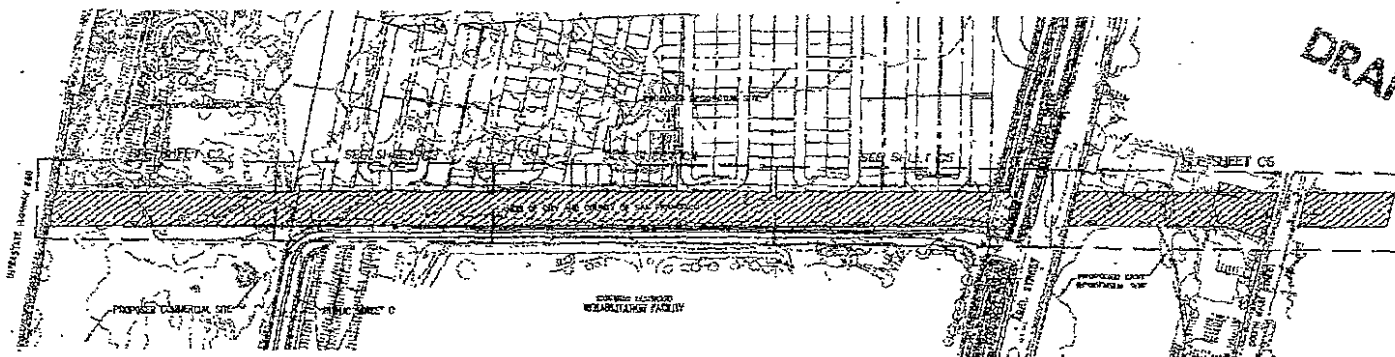
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SHEET INDEX

| <u>CHS SUBJECT NO.</u> | <u>TITLE</u> |
|------------------------|------------------------------------|
| CH | THE SOFT |
| CH-EP | LESS COUNTRY AND APPROXIMATE PLANS |

| <u>LANDSCAPE SHEET NO.</u> | <u>TITLE</u> |
|----------------------------|-----------------------------|
| 17 | INDEX AND LEGEND |
| 18-18 | CONCRETE PLAN |
| 19-19 | LANDSCAPE PLAN |
| 20-20 | CONCRETE DETAILS |
| 21 | FOUNDATION NOTES AND LEGEND |
| 22-22 | FOUNDATION PLAN |
| 23-23 | FOUNDATION DETAILS |
| 24-24 | PERMITS PLAN |

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INDEX MAP
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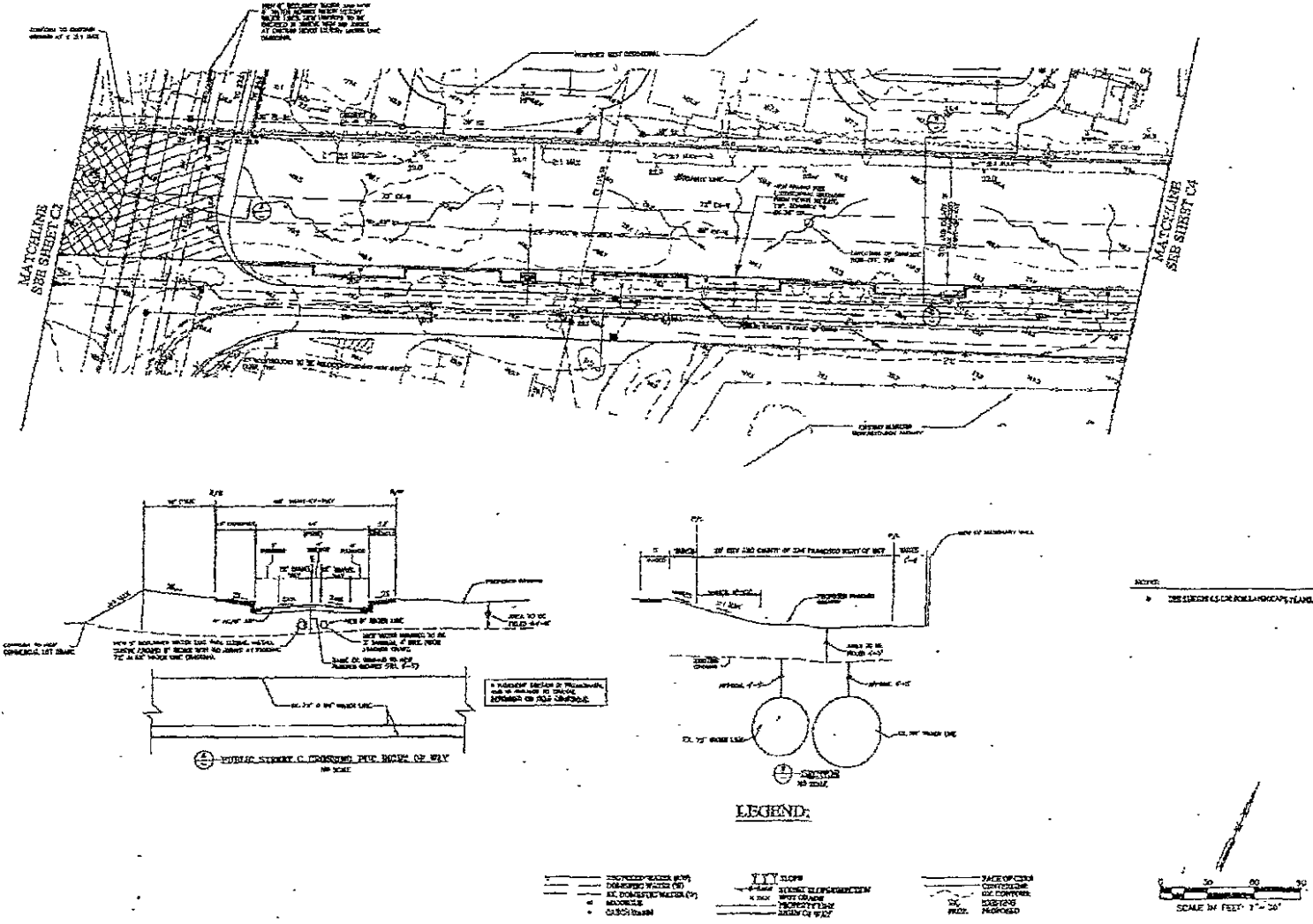
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LOCATION OF UTILITIES SHOWN IS ONLY
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ACTUAL LOCATION IS THE RESPONSIBILITY
OF THE CONTRACTOR.
USA 1-800-227-2600

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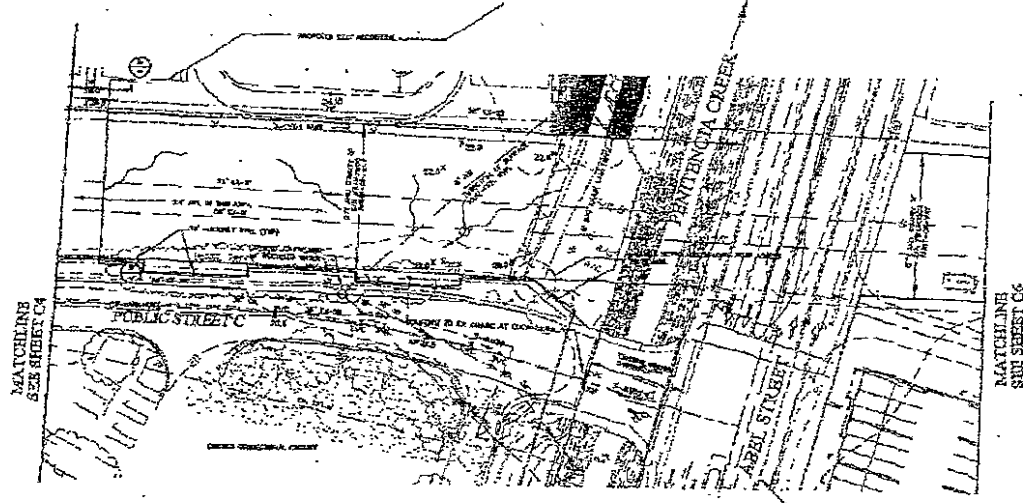
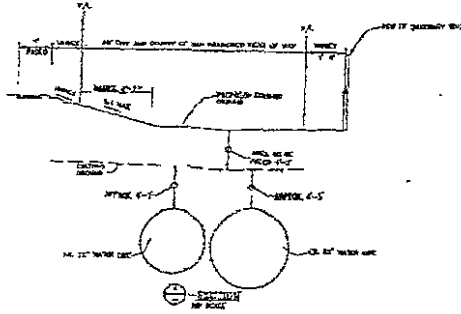
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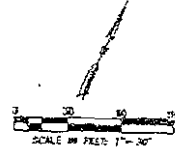
TERRA SERENA
GRADING AND IMPROVEMENT PLANS FOR PARKS
WITHIN HETCH HETCHY RIGHT OF WAY
GRADING AND IMPROVEMENT PLAN
MILITAS, CALIFORNIA

**Ruggen -
Ryzen -
Azar & Associates**
1000 10th Ave. N.
St. Paul, MN 55102
(612) 291-1000

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LEGEND:

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C5

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TERRA SERENA
GRADING AND IMPROVEMENT PLANS FOR PARKS
WITHIN HETCH HETCHY RIGHT OF WAY
GRADING AND IMPROVEMENT PLAN
LAST FIELD

Ruggen-Jensen - Azar & Associates

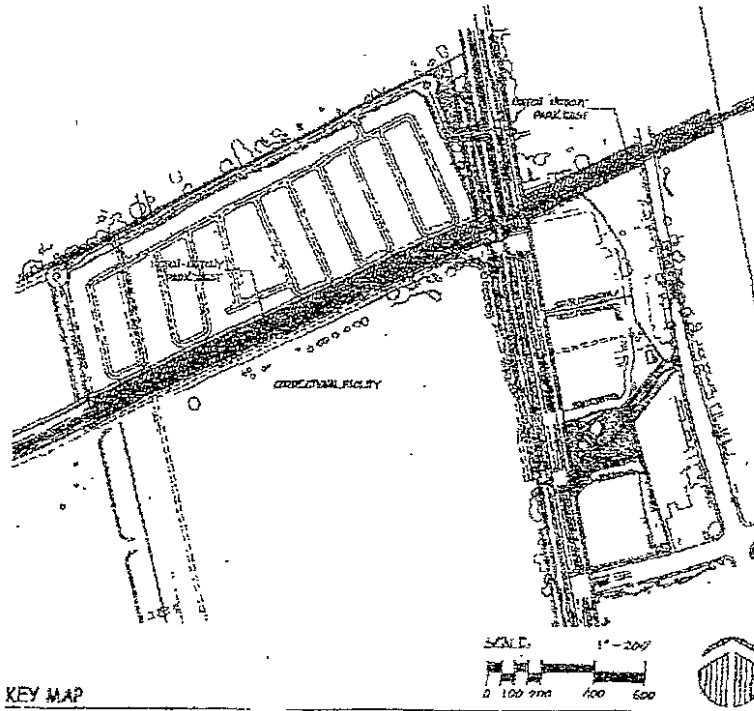
TERRA SERENA

MILPITAS, CALIFORNIA

LANDSCAPE PLANS

HETCH HETCHY ROW PARK PLANS

DECEMBER 21, 2004



KEY MAP



KB Home South Bay Inc.
 6700 Koll Center Parkway, Suite 200
 Pleasanton, California 94566
 Office: (925) 730-1700
 Facsimile: (925) 730-1300



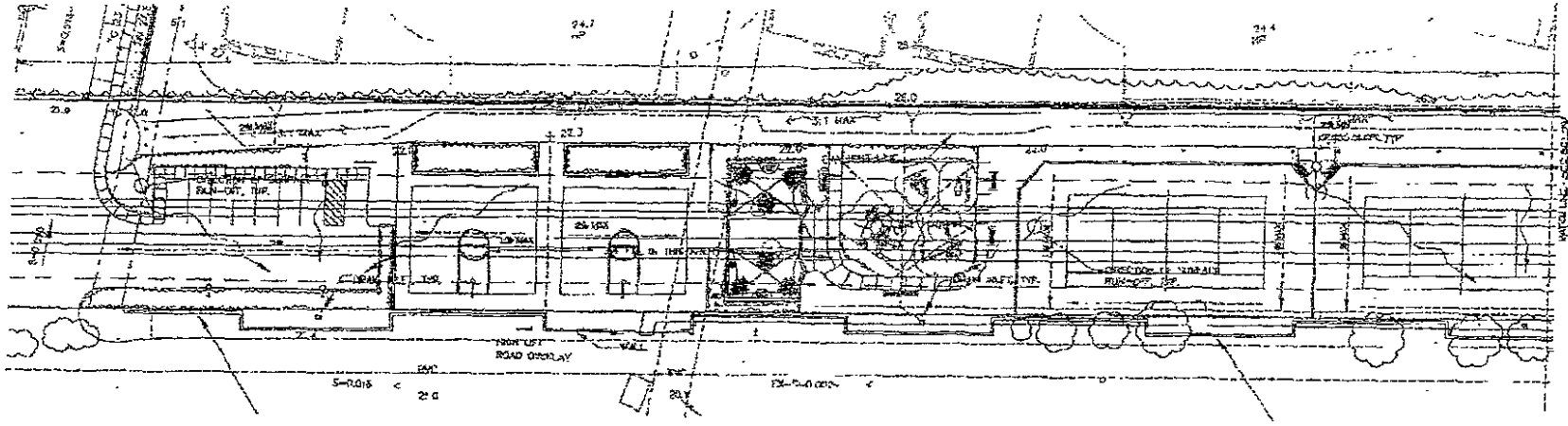
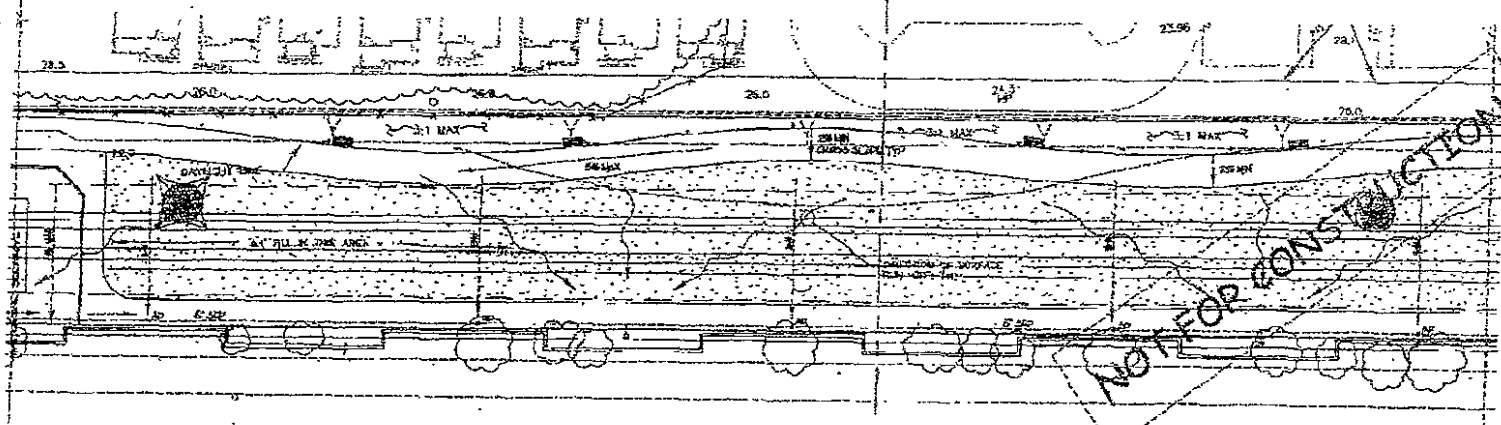
RUGGER-JENSEN & ASSOCIATES INC.
 Landscape Architecture • Civil Engineers
 Site and Environmental Planning
 1825 N. Bascom Ave. Ste. 200
 Mountain View, California 94040
 Phone: (650) 961-1100
 Fax: (650) 961-1101



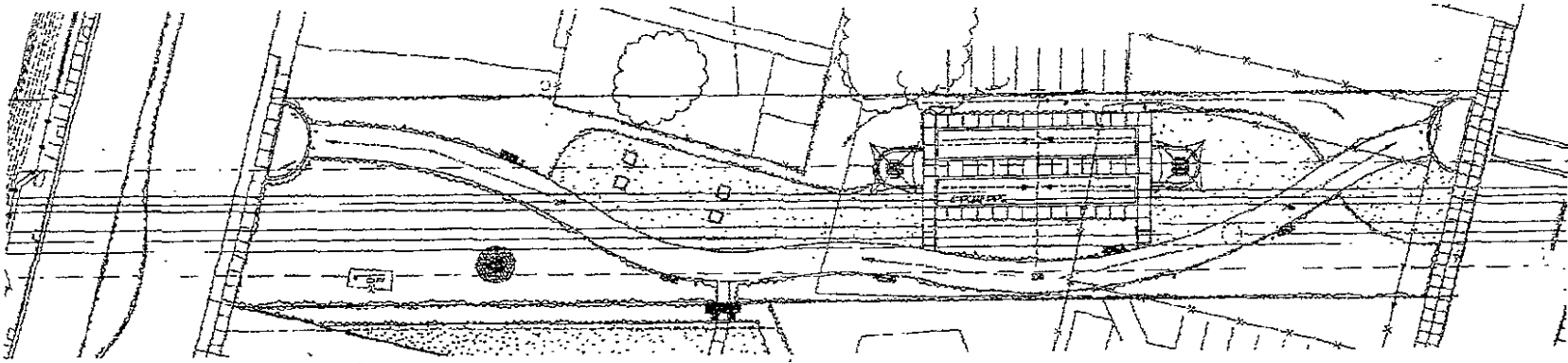
RUGGER-JENSEN & ASSOCIATES
 Landscape Architecture • Civil Engineers
 Site and Environmental Planning
 1825 N. Bascom Ave. Ste. 200
 Mountain View, California 94040
 Phone: (650) 961-1100
 Fax: (650) 961-1101

SHEET SCHEDULE

| | |
|------|----------------------|
| L-1 | NOTES AND LEGEND |
| L-2 | GRADING PLAN |
| L-3 | GRADING PLAN |
| L-4 | GRADING PLAN |
| L-5 | GRADING PLAN |
| L-6 | LAYOUT PLAN |
| L-7 | LAYOUT PLAN |
| L-8 | LAYOUT PLAN |
| L-9 | LAYOUT PLAN |
| L-10 | CONSTRUCTION DETAILS |
| L-11 | CONSTRUCTION DETAILS |
| L-12 | CONSTRUCTION DETAILS |
| L-13 | CONSTRUCTION DETAILS |
| L-14 | CONSTRUCTION DETAILS |
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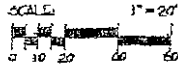


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| L-2 | | NOT FOR CONSTRUCTION | |

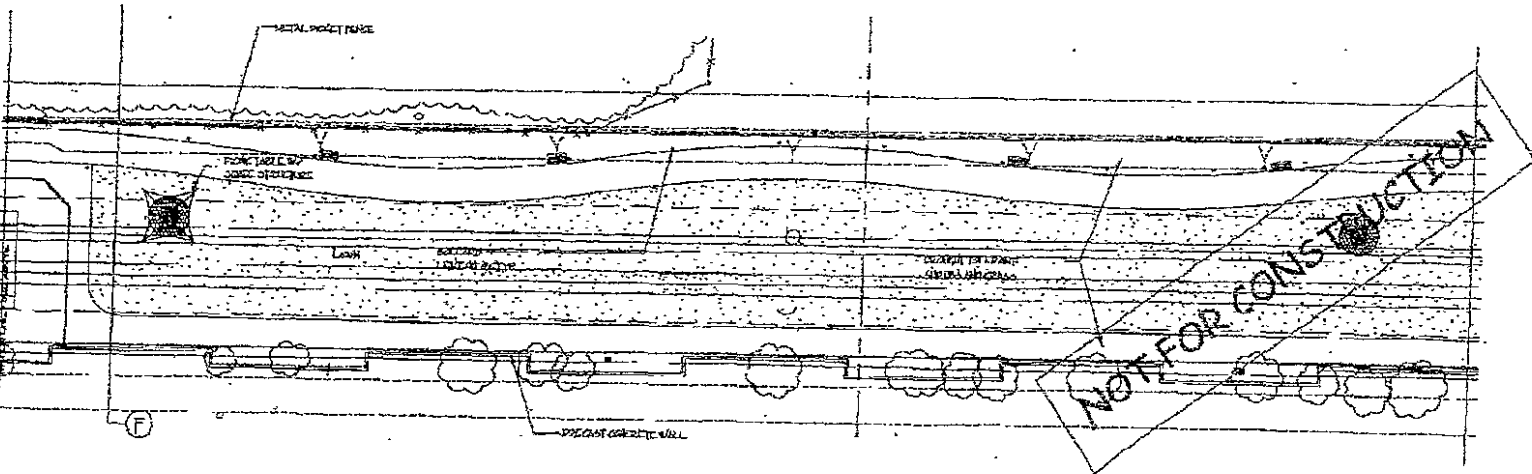
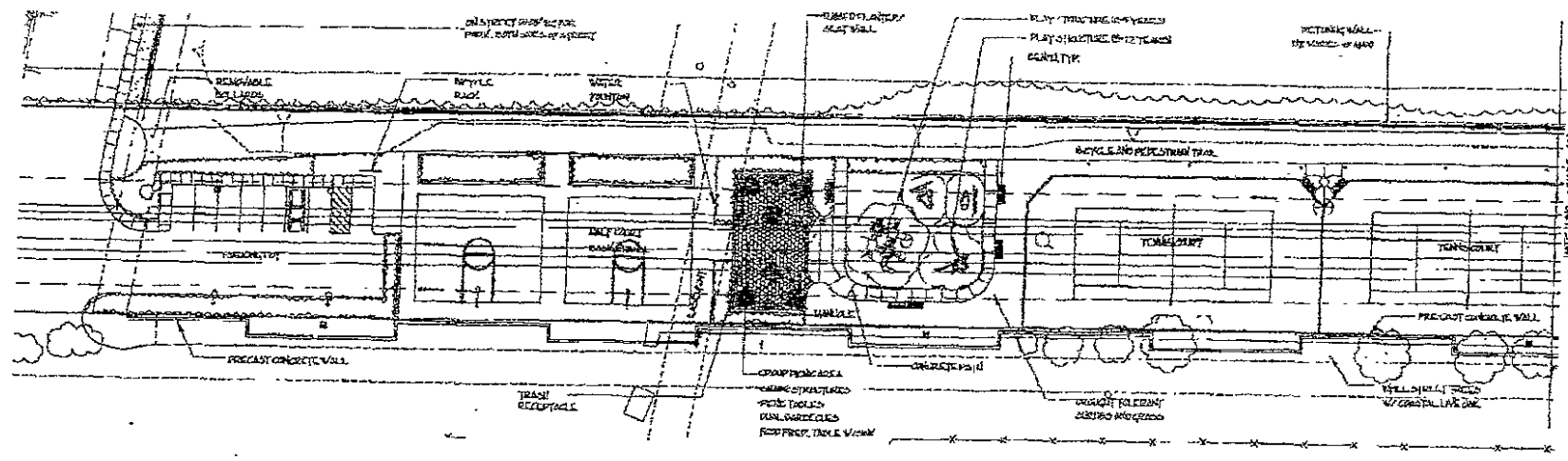


EAST DETCH DETCH TRAIL - ABEL STREET 10 MAIN STREET

NOT FOR CONSTRUCTION



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| HITCHCOCK R.O.V. PARKS LANDSCAPE PLANS | | TERRA SERENA MILPITAS, CALIFORNIA | |
| HITCHCOCK EAST GRADING PLAN | | | |
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| Client: | 100 | Drawn: | 100 |
| Check: | 100 | Rev: | 100 |
| L-4 | | | |



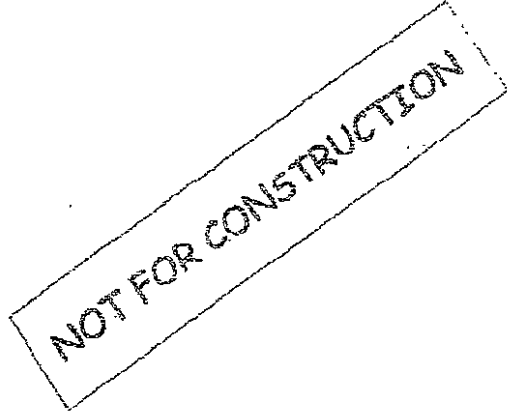
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TERRA SERENA
MILPITAS, CALIFORNIA

ETCHY HETCHY ROW PARKS
LANDSCAPE PLANS
ETCHY HETCHY WEST
LAYOUT PLAN



DATE: 7-2-04
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BY: 04-001
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SCALE: 1" = 20'

0 10 20 30 40 50 60

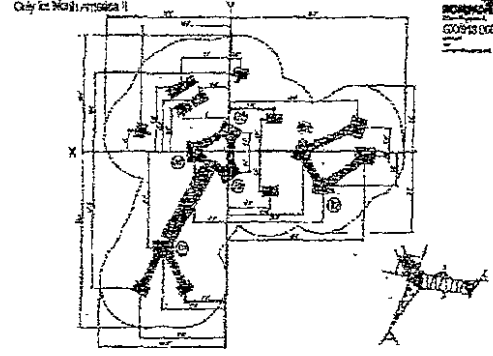
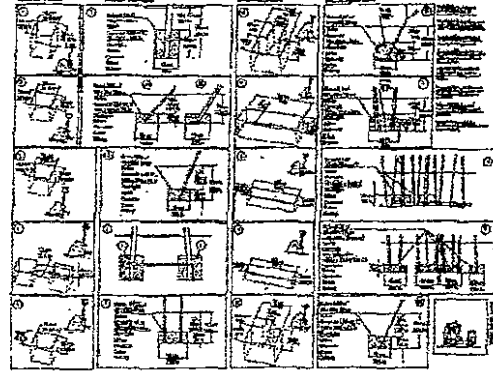
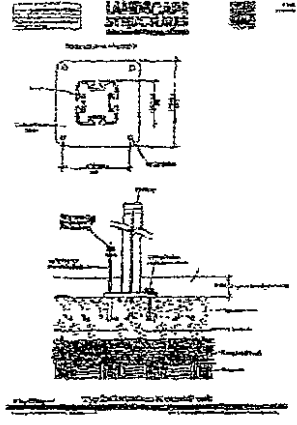
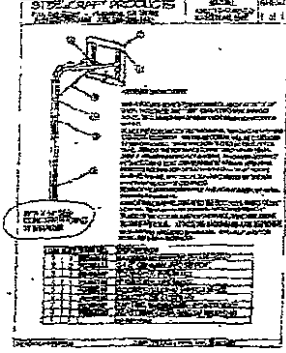
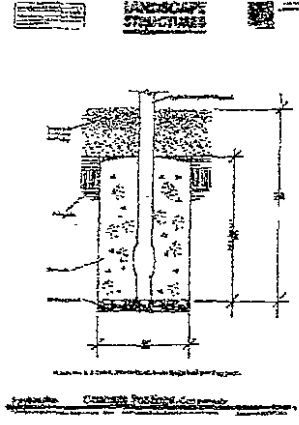
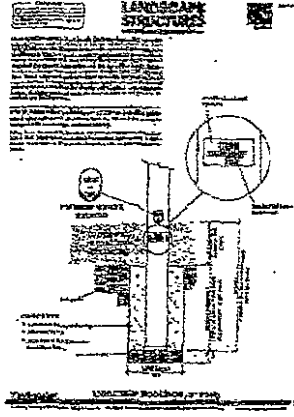


HETCH HETCHY R.O.W. PARKS
LANDSCAPE PLANS



| | |
|----------|---------------------|
| Speller | W/A |
| Director | R/S |
| Age | 40/45 |
| State | L-8 of 11 Slaves |

TERRA SERENA
MILPITAS, CALIFORNIA



Gray for North America 11

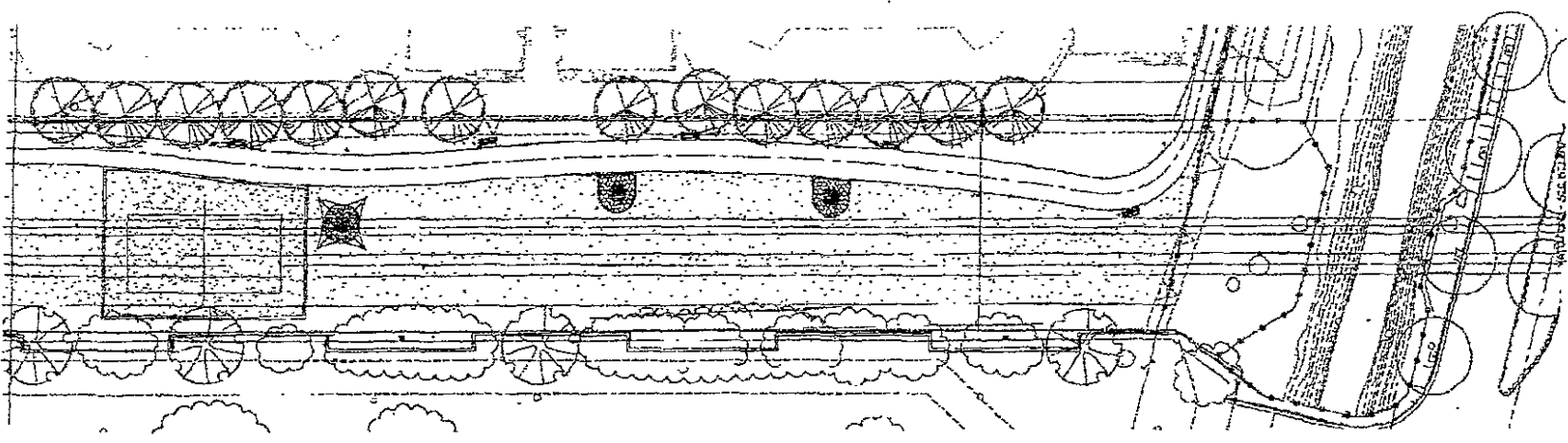


HATCH HATCHY R.O.W. PARKS
LANDSCAPE PLANS

TERRA SERENA
MILPITAS, CALIFORNIA

[illegible]

L-12




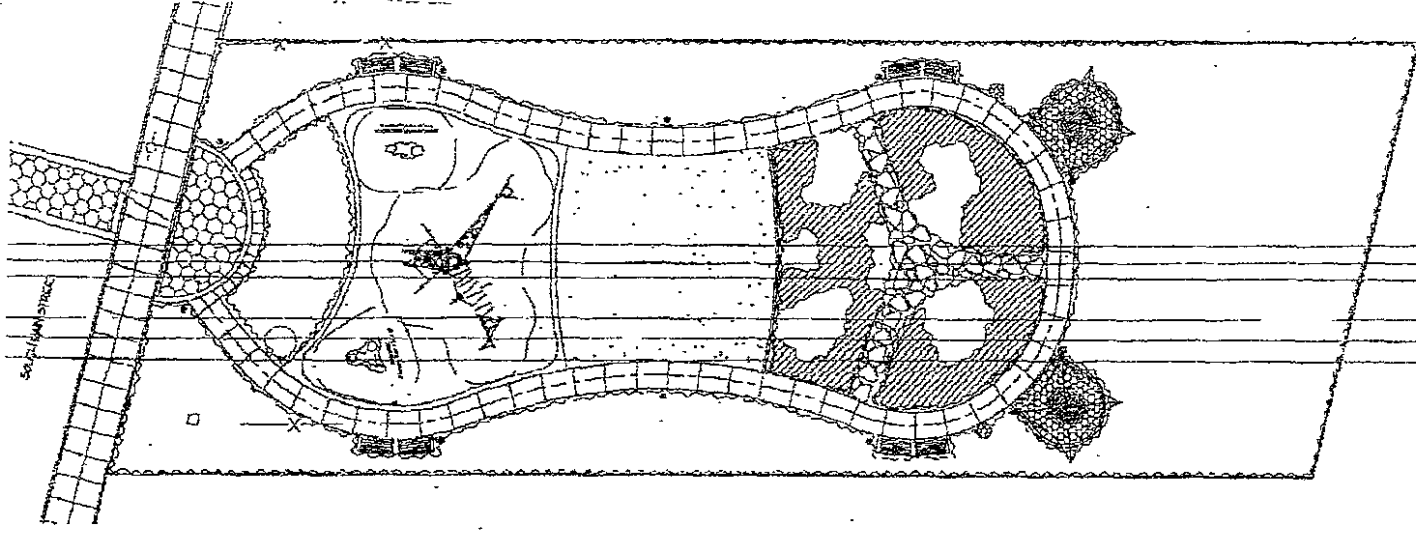
NOT FOR CONSTRUCTION

SCALE
0 10 20 30 40 50 60
1" = 20'



DRAFT SET

| | | | |
|---|--|--------------------------------------|--|
|  | | TERRA SERENA MILPITAS, CALIFORNIA | |
| HETCH HETCHY R.O.W. PARKS LANDSCAPE PLANS | | HETCH HETCHY WEST IRRIGATION PLAN | |
| L-16 | | DATE: 02/18/05 BY: [Signature] | |



HITCH HICKORY TRAIL - OFF MAIN STREET

NOT FOR CONSTRUCTION

SCALE
0 5 10 20 30
1" = 10'



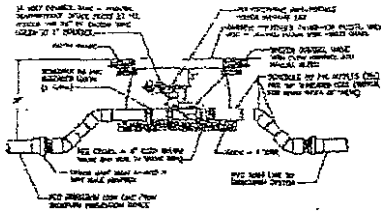
HITCH HICKORY ROW PARK
LANDSCAPE PLANS
HITCH HICKORY MAIN ST.
RECREATION PLAN

TERRA SERENA
MILPITAS, CALIFORNIA

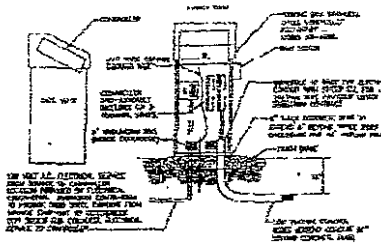


11100 S. 1st St.
Milpitas, CA 95035
408-261-1000

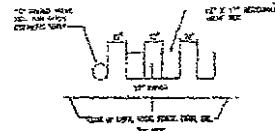
LANDSCAPE ARCHITECT
STATE OF CALIFORNIA
No. 12345
J. J. J. J.



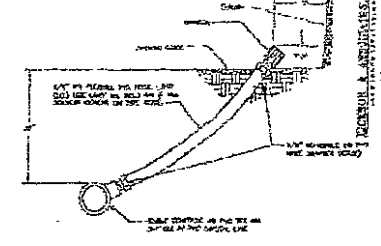
MASTER CONTROL VALVE
NOT TO SCALE



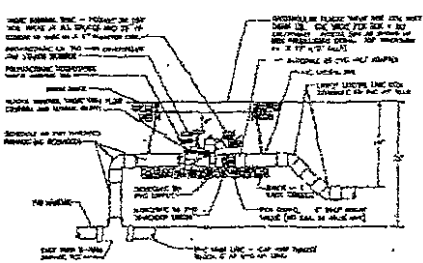
CONTROLLER ENCLOSURE TOP OPENING
NOT TO SCALE



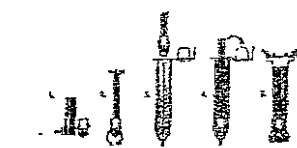
VALVE BOX INSTALLATION
NOT TO SCALE



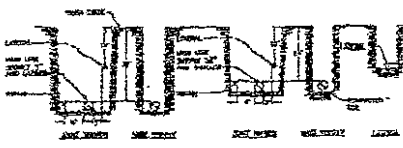
SPRINKLER WITH FLEXIBLE RISER
NOT TO SCALE



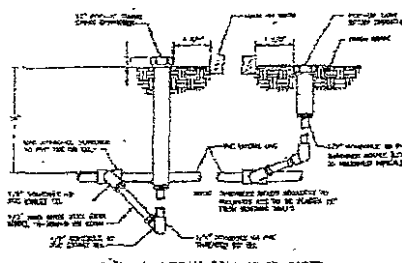
REMOTE CONTROL VALVE
NOT TO SCALE



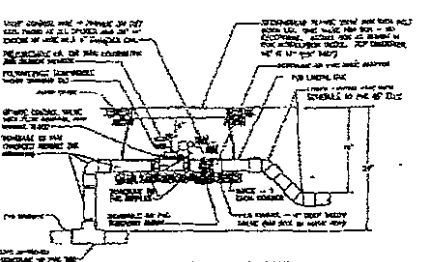
WEATHERPROOF SPLICE ASSEMBLY
NOT TO SCALE



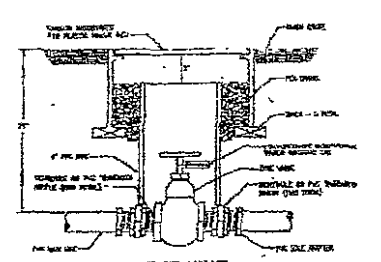
TRENCHING DETAIL
NOT TO SCALE



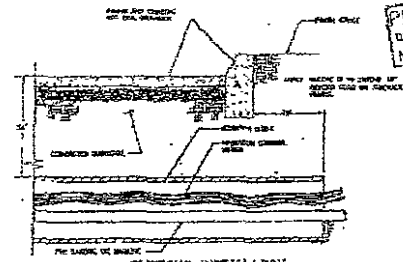
POP-UP SPRAY SPRINKLER RISER
NOT TO SCALE



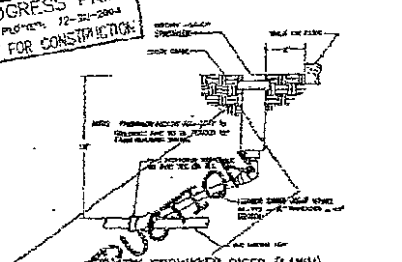
REMOTE CONTROL VALVE
NOT TO SCALE



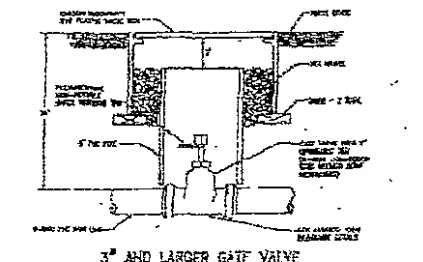
GATE VALVE
NOT TO SCALE



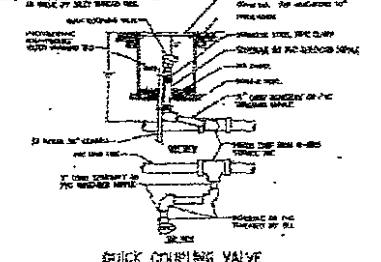
SLEEVING INSTALLATION
NOT TO SCALE



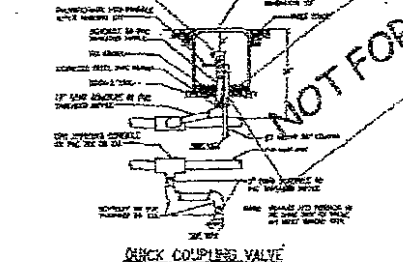
POP-UP SPRINKLER RISER (LAWN)
NOT TO SCALE



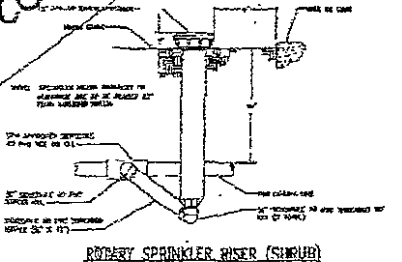
3" AND LARGER GATE VALVE
NOT TO SCALE



QUICK COUPLING VALVE
NOT TO SCALE



QUICK COUPLING VALVE
NOT TO SCALE



ROTARY SPRINKLER RISER (SHRUB)
NOT TO SCALE

PROGRESS PRINT
DATE PLOTTED: 12-21-2004
NOT FOR CONSTRUCTION

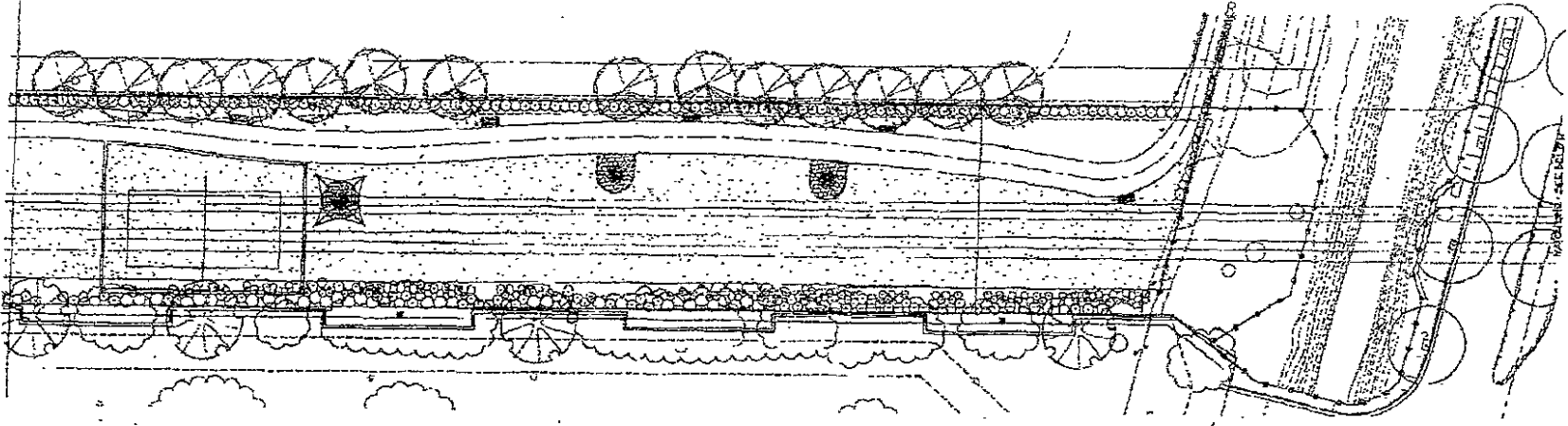
NOT FOR CONSTRUCTION

TERRA SERENA
MILPITAS, CALIFORNIA

PATCH & BERRY BOWMAN
LANDSCAPE PLANS



L-20
1/4" = 1'-0"



STATIONARY ROW PLANT LIST

| SIDE | INTERNAL RISK | COMPETITIVE RISK |
|---------|-------------------------|-----------------------|
| OUTSIDE | WITHIN 15% OF WATERWAYS | |
| 1. CR | REGULATORY CHANGES | EMERGENCY RESPONSE |
| 2. CR | INVESTMENT RELOCATION | LIST OF POTENTIAL |
| 3. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 4. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 5. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 6. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 7. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 8. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 9. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 10. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 11. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 12. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 13. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 14. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 15. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 16. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 17. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 18. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 19. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |
| 20. CR | INVESTMENT RELOCATION | INVESTMENT RELOCATION |

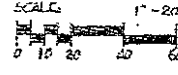
| DATE | DATE OF CLASS | CLASSROOM NUMBER |
|---------------|---------------|------------------|
| 1. NAME | 1. NAME | 1. NAME |
| 2. ADDRESS | 2. ADDRESS | 2. ADDRESS |
| 3. CITY | 3. CITY | 3. CITY |
| 4. STATE | 4. STATE | 4. STATE |
| 5. ZIP | 5. ZIP | 5. ZIP |
| 6. PHONE | 6. PHONE | 6. PHONE |
| 7. FAX | 7. FAX | 7. FAX |
| 8. E-MAIL | 8. E-MAIL | 8. E-MAIL |
| 9. COMMENTS | 9. COMMENTS | 9. COMMENTS |
| 10. SIGNATURE | 10. SIGNATURE | 10. SIGNATURE |
| 11. DATE | 11. DATE | 11. DATE |

PRECAST CONCRETE WALL PLANT LIST

[illegible]

NOT FOR CONSTRUCTION

DRAFTS



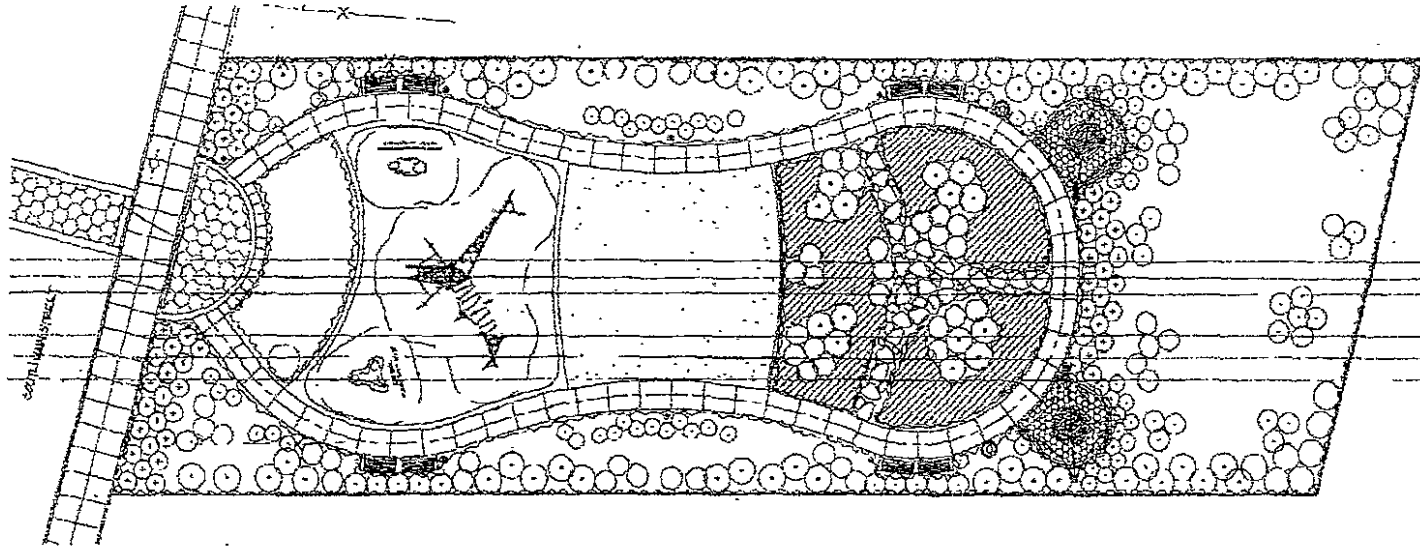
HERSH HATCHER R.O.W. PARKS
LANDSCAPE PLANS



L-22

TERRA SERENA
MILPITAS, CALIFORNIA

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-10-2001 BY 60322
DECLASSIFIED IN ACCORDANCE WITH
FBI AUTOMATIC DECLASSIFICATION
SCHEDULE



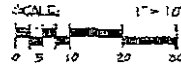
WTAU WTAU TRAIL OFF MAIN STREET

UETA/ UETAIN ROW PLANT LIST[illegible]

BUTTERFLY GARDEN PLANT LIST

| DATE | DESCRIPTION | AMOUNT |
|---------|-----------------|----------|
| 1/1/20 | OPENING BALANCE | 1000.00 |
| 2/1/20 | SALES | 500.00 |
| 3/1/20 | SALES | 750.00 |
| 4/1/20 | SALES | 1200.00 |
| 5/1/20 | SALES | 800.00 |
| 6/1/20 | SALES | 900.00 |
| 7/1/20 | SALES | 1100.00 |
| 8/1/20 | SALES | 1300.00 |
| 9/1/20 | SALES | 1500.00 |
| 10/1/20 | SALES | 1700.00 |
| 11/1/20 | SALES | 1900.00 |
| 12/1/20 | SALES | 2100.00 |
| 1/1/21 | SALES | 2300.00 |
| 2/1/21 | SALES | 2500.00 |
| 3/1/21 | SALES | 2700.00 |
| 4/1/21 | SALES | 2900.00 |
| 5/1/21 | SALES | 3100.00 |
| 6/1/21 | SALES | 3300.00 |
| 7/1/21 | SALES | 3500.00 |
| 8/1/21 | SALES | 3700.00 |
| 9/1/21 | SALES | 3900.00 |
| 10/1/21 | SALES | 4100.00 |
| 11/1/21 | SALES | 4300.00 |
| 12/1/21 | SALES | 4500.00 |
| 1/1/22 | SALES | 4700.00 |
| 2/1/22 | SALES | 4900.00 |
| 3/1/22 | SALES | 5100.00 |
| 4/1/22 | SALES | 5300.00 |
| 5/1/22 | SALES | 5500.00 |
| 6/1/22 | SALES | 5700.00 |
| 7/1/22 | SALES | 5900.00 |
| 8/1/22 | SALES | 6100.00 |
| 9/1/22 | SALES | 6300.00 |
| 10/1/22 | SALES | 6500.00 |
| 11/1/22 | SALES | 6700.00 |
| 12/1/22 | SALES | 6900.00 |
| 1/1/23 | SALES | 7100.00 |
| 2/1/23 | SALES | 7300.00 |
| 3/1/23 | SALES | 7500.00 |
| 4/1/23 | SALES | 7700.00 |
| 5/1/23 | SALES | 7900.00 |
| 6/1/23 | SALES | 8100.00 |
| 7/1/23 | SALES | 8300.00 |
| 8/1/23 | SALES | 8500.00 |
| 9/1/23 | SALES | 8700.00 |
| 10/1/23 | SALES | 8900.00 |
| 11/1/23 | SALES | 9100.00 |
| 12/1/23 | SALES | 9300.00 |
| 1/1/24 | SALES | 9500.00 |
| 2/1/24 | SALES | 9700.00 |
| 3/1/24 | SALES | 9900.00 |
| 4/1/24 | SALES | 10100.00 |
| 5/1/24 | SALES | 10300.00 |
| 6/1/24 | SALES | 10500.00 |
| 7/1/24 | SALES | 10700.00 |
| 8/1/24 | SALES | 10900.00 |
| 9/1/24 | SALES | 11100.00 |
| 10/1/24 | SALES | 11300.00 |
| 11/1/24 | SALES | 11500.00 |
| 12/1/24 | SALES | 11700.00 |
| 1/1/25 | SALES | 11900.00 |
| 2/1/25 | SALES | 12100.00 |
| 3/1/25 | SALES | 12300.00 |
| 4/1/25 | SALES | 12500.00 |
| 5/1/25 | SALES | 12700.00 |
| 6/1/25 | SALES | 12900.00 |
| 7/1/25 | SALES | 13100.00 |
| 8/1/25 | SALES | 13300.00 |
| 9/1/25 | SALES | 13500.00 |
| 10/1/25 | SALES | 13700.00 |
| 11/1/25 | SALES | 13900.00 |
| 12/1/25 | SALES | 14100.00 |
| 1/1/26 | SALES | 14300.00 |
| 2/1/26 | SALES | 14500.00 |
| 3/1/26 | SALES | 14700.00 |
| 4/1/26 | SALES | 14900.00 |
| 5/1/26 | SALES | 15100.00 |
| 6/1/26 | SALES | 15300.00 |
| 7/1/26 | SALES | 15500.00 |
| 8/1/26 | SALES | 15700.00 |
| 9/1/26 | SALES | 15900.00 |
| 10/1/26 | SALES | 16100.00 |
| 11/1/26 | SALES | 16300.00 |
| 12/1/26 | SALES | 16500.00 |
| 1/1/27 | SALES | 16700.00 |
| 2/1/27 | SALES | 16900.00 |
| 3/1/27 | SALES | 17100.00 |
| 4/1/27 | SALES | 17300.00 |
| 5/1/27 | SALES | 17500.00 |
| 6/1/27 | SALES | 17700.00 |
| 7/1/27 | SALES | 17900.00 |
| 8/1/27 | SALES | 18100.00 |
| 9/1/27 | SALES | 18300.00 |
| 10/1/27 | SALES | 18500.00 |
| 11/1/27 | SALES | 18700.00 |
| 12/1/27 | SALES | 18900.00 |
| 1/1/28 | SALES | 19100.00 |
| 2/1/28 | SALES | 19300.00 |
| 3/1/28 | SALES | 19500.00 |
| 4/1/28 | SALES | 19700.00 |
| 5/1/28 | SALES | 19900.00 |
| 6/1/28 | SALES | 20100.00 |
| 7/1/28 | SALES | 20300.00 |
| 8/1/28 | SALES | 20500.00 |
| 9/1/28 | SALES | 20700.00 |
| 10/1/28 | SALES | 20900.00 |
| 11/1/28 | SALES | 21100.00 |
| 12/1/28 | SALES | 21300.00 |
| 1/1/29 | SALES | 21500.00 |
| 2/1/29 | SALES | 21700.00 |
| 3/1/29 | SALES | 21900.00 |
| 4/1/29 | SALES | 22100.00 |
| 5/1/29 | SALES | 22300.00 |
| 6/1/29 | SALES | 22500.00 |
| 7/1/29 | SALES | 22700.00 |
| 8/1/29 | SALES | 22900.00 |
| 9/1/29 | SALES | 23100.00 |
| 10/1/29 | SALES | 23300.00 |
| 11/1/29 | SALES | 23500.00 |
| 12/1/29 | SALES | 23700.00 |
| 1/1/30 | SALES | 23900.00 |
| 2/1/30 | SALES | 24100.00 |
| 3/1/30 | SALES | 24300.00 |
| 4/1/30 | SALES | 24500.00 |
| 5/1/30 | SALES | 24700.00 |
| 6/1/30 | SALES | 24900.00 |
| 7/1/30 | SALES | 25100.00 |
| 8/1/30 | SALES | 25300.00 |
| 9/1/30 | SALES | 25500.00 |
| 10/1/30 | SALES | 25700.00 |
| 11/1/30 | SALES | 25900.00 |
| 12/1/30 | SALES | 26100.00 |
| 1/1/31 | SALES | 26300.00 |
| 2/1/31 | SALES | 26500.00 |
| 3/1/31 | SALES | 26700.00 |
| 4/1/31 | SALES | 26900.00 |
| 5/1/31 | SALES | 27100.00 |
| 6/1/31 | SALES | 27300.00 |
| 7/1/31 | SALES | 27500.00 |
| 8/1/31 | SALES | 27700.00 |
| 9/1/31 | SALES | 27900.00 |
| 10/1/31 | SALES | 28100.00 |
| 11/1/31 | SALES | 28300.00 |
| 12/1/31 | SALES | 28500.00 |
| 1/1/32 | SALES | 28700.00 |
| 2/1/32 | SALES | 28900.00 |
| 3/1/32 | SALES | 29100.00 |
| 4/1/32 | SALES | 29300.00 |
| 5/1/32 | SALES | 29500.00 |
| 6/1/32 | SALES | 29700.00 |
| 7/1/32 | SALES | 29900.00 |
| 8/1/32 | SALES | 30100.00 |
| 9/1/32 | SALES | 30300.00 |
| 10/1/32 | SALES | 30500.00 |
| 11/1/32 | SALES | 30700.00 |
| 12/1/32 | SALES | 30900.00 |
| 1/1/33 | SALES | 31100.00 |
| 2/1/33 | SALES | 31300.00 |
| 3/1/33 | SALES | 31500.00 |
| 4/1/33 | SALES | 31700.00 |
| 5/1/33 | SALES | 31900.00 |
| 6/1/33 | SALES | 32100.00 |
| 7/1/33 | SALES | 32300.00 |
| 8/1/33 | SALES | 32500.00 |
| 9/1/33 | SALES | 32700.00 |
| 10/1/33 | SALES | 32900.00 |
| 11/1/33 | SALES | 33100.00 |
| 12/1/33 | SALES | 33300.00 |
| 1/1/34 | SALES | 33500.00 |
| 2/1/34 | SALES | 33700.00 |
| 3/1/34 | SALES | 33900.00 |
| 4/1/34 | SALES | 34100.00 |
| 5/1/34 | SALES | 34300.00 |
| 6/1/34 | SALES | 34500.00 |
| 7/1/34 | SALES | 34700.00 |
| 8/1/34 | SALES | 34900.00 |
| 9/1/34 | SALES | 35100.00 |
| 10/1/34 | SALES | 35300.00 |
| 11/1/34 | SALES | 35500.00 |
| 12/1/34 | SALES | 35700.00 |
| 1/1/35 | SALES | 35900.00 |
| 2/1/35 | SALES | 36100.00 |
| 3/1/35 | SALES | 36300.00 |
| 4/1/35 | SALES | 36500.00 |
| 5/1/35 | SALES | 36700.00 |
| 6/1/35 | SALES | 36900.00 |
| 7/1/35 | SALES | 37100.00 |
| 8/1/35 | SALES | 37300.00 |
| 9/1/35 | SALES | 37500.00 |
| 10/1/35 | SALES | 37700.00 |
| 11/1/35 | SALES | 37900.00 |
| 12/1/35 | SALES | 38100.00 |
| 1/1/36 | SALES | 38300.00 |
| 2/1/36 | SALES | 38500.00 |
| 3/1/36 | SALES | 38700.00 |
| 4/1/36 | SALES | 38900.00 |
| 5/1/36 | SALES | 39100.00 |
| 6/1/36 | SALES | 39300.00 |
| 7/1/36 | SALES | 39500.00 |
| 8/1/36 | SALES | 39700.00 |
| 9/1/36 | SALES | 39900.00 |
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| 11/1/36 | SALES | 40300.00 |
| 12/1/36 | SALES | 40500.00 |
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| 11/1/37 | SALES | 42700.00 |
| 12/1/37 | SALES | 42900.00 |
| 1/1/38 | SALES | 43100.00 |
| 2/1/38 | SALES | 43300.00 |
| 3/1/38 | SALES | 43500.00 |
| 4/1/38 | SALES | 43700.00 |
| 5/1/38 | SALES | 43900.00 |
| 6/1/38 | SALES | 44100.00 |
| 7/1/38 | SALES | 44300.00 |
| 8/1/38 | SALES | 44500.00 |
| 9/1/38 | SALES | 44700.00 |
| 10/1/38 | SALES | 44900.00 |
| 11/1/38 | SALES | 45100.00 |
| 12/1/38 | SALES | 45300.00 |
| 1/1/39 | SALES | 45500.00 |
| 2/1/39 | SALES | 45700.00 |
| 3/1/39 | SALES | 45900.00 |
| 4/1/39 | SALES | 46100.00 |
| 5/1/39 | SALES | 46300.00 |
| 6/1/39 | SALES | 46500.00 |
| 7/1/39 | SALES | 46700.00 |
| 8/1/39 | SALES | 46900.00 |
| 9/1/39 | SALES | 47100.00 |
| 10/1/39 | SALES | 47300.00 |
| 11/1/39 | SALES | 47500.00 |
| 12/1/39 | SALES | 47700.00 |
| 1/1/40 | SALES | 47900.00 |
| 2/1/40 | SALES | 48100.00 |
| 3/1/40 | SALES | 48300.00 |
| 4/1/40 | SALES | 48500.00 |
| 5/1/40 | SALES | 48700.00 |
| 6/1/40 | SALES | 48900.00 |
| 7/1/40 | SALES | 49100.00 |
| 8/1/40 | SALES | 49300.00 |
| 9/1/40 | SALES | 49500.00 |
| 10/1/40 | SALES | 49700.00 |
| 11/1/40 | SALES | 49900.00 |
| 12/1/40 | SALES | 50100.00 |
| 1/1/41 | SALES | 50300.00 |
| 2/1/41 | SALES | 50500.00 |
| 3/1/41 | SALES | 50700.00 |
| 4/1/41 | SALES | 50900.00 |
| 5/1/41 | SALES | 51100.00 |
| 6/1/41 | SALES | 51300.00 |
| 7/1/41 | SALES | 51500.00 |
| 8/1/41 | SALES | 51700.00 |
| 9/1/41 | SALES | 51900.00 |
| 10/1/41 | SALES | 52100.00 |
| 11/1/41 | SALES | 52300.00 |
| 12/1/41 | SALES | 52500.00 |
| 1/1/42 | SALES | 52700.00 |
| 2/1/42 | SALES | 52900.00 |
| 3/1/42 | SALES | 53100.00 |
| 4/1/42 | SALES | 53300.00 |
| 5/1/42 | SALES | 53500.00 |
| 6/1/42 | SALES | 53700.00 |
| 7/1/42 | SALES | 53900.00 |
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| 10/1/42 | SALES | 54500.00 |
| 11/1/42 | SALES | 54700.00 |
| 12/1/42 | SALES | 54900.00 |
| 1/1/43 | SALES | 55100.00 |
| 2/1/43 | SALES | 55300.00 |
| 3/1/43 | SALES | 55500.00 |
| 4/1/43 | SALES | 55700.00 |
| 5/1/43 | SALES | 55900.00 |
| 6/1/43 | SALES | 56100.00 |
| 7/1/43 | SALES | 56300.00 |
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| 10/1/43 | SALES | 56900.00 |
| 11/1/43 | SALES | 57100.00 |
| 12/1/43 | SALES | 57300.00 |
| 1/1/44 | SALES | 57500.00 |
| 2/1/44 | SALES | 57700.00 |
| 3/1/44 | SALES | 57900.00 |
| 4/1/44 | SALES | 58100.00 |
| 5/1/44 | SALES | 58300.00 |
| 6/1/44 | SALES | 58500.00 |
| 7/1/44 | SALES | 58700.00 |
| 8/1/44 | SALES | 58900.00 |
| 9/1/44 | SALES | 59100.00 |
| 10/1/44 | SALES | 59300.00 |
| 11/1/44 | SALES | 59500.00 |
| 12/1/44 | SALES | 59700.00 |
| 1/1/45 | | |

NOT FOR CONSTRUCTION



HETCH HETCHY R.O.W. PARKS
LANDSCAPE PLANS
1111 NORTH MAIN ST.
BERKLEY, CALIF.



FROM: 1042
 DATE: 11/11
 TO: 01/03
 L-24
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TERRA SERENA
MILPITAS, CALIFORNIA

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